



Amendment No. 8
to
Contract No. NA120000143
for
Residential Refuse Dumpster Collection Services
between
Waste Management of Texas, Inc.
and the
City of Austin

- 1.0 The City hereby executes a hold over provision for the above referenced contract for a period of four months. The term for the hold over will be February 2, 2020 through June 1, 2020.
- 2.0 The City hereby accepts a price increase for residential refuse dumpster collection services as detailed below effective February 1, 2020.

1 REGULAR COLLECTION RATES				
LINE ITEM	DESCRIPTION	PICKUP FREQUENCY	UNIT	COST PER CONTAINER PER MONTH
1.1	Furnish and Service 4 Yard Containers	2 x per week	EA	\$103.57
1.2	Furnish and Service 4 Yard Containers	3 x per week	EA	\$155.36
1.3	Furnish and Service 6 Yard Containers	2 x per week	EA	\$155.36
1.4	Furnish and Service 6 Yard Containers	3 x per week	EA	\$233.04
1.5	Furnish and Service 8 Yard Containers	2 x per week	EA	\$207.14
1.6	Furnish and Service 8 Yard Containers	3 x per week	EA	\$310.72
2 BULK ITEM COLLECTIONS AND AREA CLEAN-UP SERVICES				
LINE ITEM	DESCRIPTION	UNIT	UNIT PRICE	
2.1	Routine Bulk Item Collection and Area Clean Up (All Locations, Bi-Weekly)	EA	\$4,900.00	


- 3.0 The City hereby amends the above referenced contract to increase authority by \$61,000. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 7/6/2012 – 7/5/2014	\$644,648.00	\$644,648.00
Amendment No. 1: Option 1 7/6/2014 – 7/5/2015	\$322,324.00	\$966,972.00
Amendment No. 2: Option 2 7/6/2015 – 7/5/2016	\$322,324.00	\$1,289,296.00
Amendment No. 3: Option 3 7/6/2016 – 7/5/2017	\$322,324.00	\$1,611,620.00
Amendment No. 4: 120 Day Holdover 7/6/2017 – 11/2/2017	\$0.00	\$1,611,620.00
Amendment No. 5: 90 Day Holdover 11/3/2017 -2/1/2018	\$0.00	\$1,611,620.00
Amendment No. 6: 24 Month Holdover and Increase 2/2/2018 – 2/1/2020	\$0.00	\$1,611,620.00
Amendment No. 7: Addition of Service Sites 3/21/2019	\$0.00	\$1,611,620.00
Amendment No. 8: 4 Month Holdover and Increase 2/2/2020 – 6/1/2020	\$61,000.00	\$1,672,620.00

- 4.0 MBE/WBE goals do not apply to this contract.
- 5.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 6.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

WASTE MANAGEMENT OF TEXAS, INC.


Signature

Rick Losa
Printed Name of Authorized Person

Public Sector Director
Title

1-27-2020
Date

CITY OF AUSTIN


Signature

Sandy Wirtanen
Printed Name of Authorized Person

Procurement Specialist IV
Title

1/30/20
Date



Amendment No. 7
to
Contract No. NA120000143
for

Residential Refuse Dumpster Collection Services
between
Waste Management of Texas, Inc.
and the
City of Austin

- 1.0 The City hereby amends the above referenced contract to add the line items below:

Mission Hills Drive Location: 2215-2409 Mission Hills Drive		
Description	Pick-Up Frequency	Cost per Container per Month
Furnish & service 4-yard containers	2 times per week	\$ 98.83
Furnish & service 4-yard containers	3 times per week	\$ 148.25

Mission Hills Circle Location: 2200-2212 Mission Hills Circle		
Description	Pick-Up Frequency	Cost per Container per Month
Furnish & service 4-yard containers	2 times per week	\$ 98.83
Furnish & service 4-yard containers	3 times per week	\$ 148.25

- 2.0 The total Contract amount is unchanged for the hold over period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 7/6/2012 – 7/5/2014	\$644,648.00	\$644,648.00
Amendment No. 1: Option 1 7/6/2014 – 7/5/2015	\$322,324.00	\$966,972.00
Amendment No. 2: Option 2 7/6/2015 – 7/5/2016	\$322,324.00	\$1,289,296.00
Amendment No. 3: Option 3 7/6/2016 – 7/5/2017	\$322,324.00	\$1,611,620.00
Amendment No. 4: 120 Day Holdover 7/6/2017 – 11/2/2017	\$0.00	\$1,611,620.00
Amendment No. 5: 90 Day Holdover 11/3/2017 -2/1/2018	\$0.00	\$1,611,620.00
Amendment No. 6: 24 Month Holdover and Increase 2/2/2018 – 2/1/2020	\$0.00	\$1,611,620.00
Amendment No. 7: Addition of Service Sites 3/21/2019	\$0.00	\$1,611,620.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

WASTE MANAGEMENT OF TEXAS, INC.

Rich Losa (PA)
Signature

Rich Losa
Printed Name of Authorized Person

Public Sector Director
Title

4-5-19
Date

CITY OF AUSTIN

Sandy Wirtanen
Signature

Sandy Wirtanen
Printed Name of Authorized Person

Procurement Specialist IV
Title

4/8/19
Date



Amendment No. 6
to
Contract No. NA120000143
for
Residential Refuse Dumpster Collection Services
between
Waste Management of Texas, Inc.
and the
City of Austin

- 1.0 The City hereby executes a hold over provision of the above referenced contract for a period of 24 months effective February 2, 2018 through February 1, 2020.
- 2.0 The City hereby accepts a price increase for the Residential Refuse Dumpster Collection Services effective February 2, 2018.

Rundberg Lane Location: 1001-1127 blocks of West Rundberg Lane (south side of street)			
Description	Pick-Up Frequency	Previous Cost per Container per Month	Cost per Container per Month effective 2/2/2018
Furnish & service 4-yard side loading containers	2 times per week	\$ 82.36	\$ 98.83
Furnish & service 4-yard side loading containers	3 times per week	\$ 82.36	\$ 148.25

Sam Rayburn Location: 8204 - 8219 Sam Rayburn			
Description	Pick-Up Frequency	Previous Cost per Container per Month	Cost per Container per Month effective 2/2/2018
Furnish & service 8-yard containers	2 times per week	\$ 134.19	\$ 161.03

Vintage Hills Location: 7402 - 7419 Vintage Hills Drive; 3300 - 3306 Vintage Hills Cove			
Description	Pick-Up Frequency	Previous Cost per Container per Month	Cost per Container per Month effective 2/2/2018
Furnish & service 8-yard containers	2 times per week	\$ 133.44	\$ 160.13

Brownie Drive Location 10005 - 10403 Brownie Drive			
Description	Pick-Up Frequency	Previous Cost per Container per Month	Cost per Container per Month effective 2/2/2018
Furnish & service 8-yard containers	2 times per week	\$ 131.26	\$ 157.51
Furnish & service 8-yard containers	3 times per week	\$ 131.26	\$ 236.27
Furnish & service 6-yard containers	2 times per week	\$ 113.51	\$ 136.21
Furnish & service 6-yard containers	3 times per week	\$ 113.51	\$ 203.88

Hoeke Lane Location: 2501 - 2690 Hoeke Lane			
Description	Pick-Up Frequency	Previous Cost per Container per Month	Cost per Container per Month effective 2/2/2018
Furnish & service 8-yard containers	2 times per week	\$ 160.62	\$ 144.04

Westgate Blvd. Location: 4800 - 5012 Westgate Blvd.			
Description	Pick-Up Frequency	Previous Cost per Container per Month	Cost per Container per Month effective 2/2/2018
Furnish & service 8-yard containers	2 times per week	\$ 139.20	\$ 167.04
Furnish & service 8-yard containers	3 times per week	\$ 139.20	\$ 250.56

West Wind Location: 4800 - 5010 West Wind			
Description	Pick-Up Frequency	Previous Cost per Container per Month	Cost per Container per Month effective 2/2/2018
Furnish & service 8-yard containers	2 times per week	\$ 139.20	\$ 167.04

Southport Drive Location: 1201 - 1221 Southport Drive and 1307 - 1323 Southport Drive			
Description	Pick-Up Frequency	Previous Cost per Container per Month	Cost per Container per Month effective 2/2/2018
Furnish & service 6-yard containers	2 times per week	\$ 107.11	\$ 128.53

Hearthside Drive Location: 1900 - 1914 Hearthside Drive			
Description	Pick-Up Frequency	Previous Cost per Container per Month	Cost per Container per Month effective 2/2/2018
Furnish & service 6-yard containers	2 times per week	\$ 107.84	\$ 129.41

Hearthstone Drive Location: 1901 - 1920 Hearthstone Drive			
Description	Pick-Up Frequency	Previous Cost per Container per Month	Cost per Container per Month effective 2/2/2018
Furnish & service 6-yard containers	2 times per week	\$ 107.33	\$ 128.80

Mission Hills Drive Location: 2215 - 2409 Mission Hills Drive			
Description	Pick-Up Frequency	Previous Cost per Container per Month	Cost per Container per Month effective 2/2/2018
Furnish & service 6-yard containers	2 times per week	\$ 107.19	\$ 128.63

Mission Hills Circle Location: 2200 - 2212 Mission Hills Circle			
Description	Pick-Up Frequency	Previous Cost per Container per Month	Cost per Container per Month effective 2/2/2018
Furnish & service 6-yard containers	2 times per week	\$ 105.99	\$ 127.19

Roxanna Drive Location: 9300 - 9997 Roxanna Drive			
Description	Pick-Up Frequency	Previous Cost per Container per Month	Cost per Container per Month effective 2/2/2018
Furnish & service 6-yard containers	2 times per week	\$ 116.05	\$ 139.26

Manor Circle Location: 2500 - 2507 Manor Circle			
Description	Pick-Up Frequency	Previous Cost per Container per Month	Cost per Container per Month effective 2/2/2018
Furnish & service 8-yard containers	2 times per week	\$ 135.45	\$ 162.54

Alpine Circle Location: 3500 - 3511 Alpine Circle			
Description	Pick-Up Frequency	Previous Cost per Container per Month	Cost per Container per Month effective 2/2/2018
Furnish & service 6-yard containers	2 times per week	\$ 109.73	\$ 131.67

Fireside Drive Location: 8600 Fireside Drive			
Description	Pick-Up Frequency	Previous Cost per Container per Month	Cost per Container per Month effective 2/2/2018
Furnish & service 8-yard containers	2 times per week	\$ 132.31	\$ 158.77

Rachel Cove Location: 2300 - 2425 Rachel Cove			
Description	Pick-Up Frequency	Previous Cost per Container per Month	Cost per Container per Month effective 2/2/2018
Furnish & service 6-yard containers	2 times per week	\$ 118.19	\$ 141.83

Cedric Cove Location: 2300 - 2311 Cedric Cove			
Description	Pick-Up Frequency	Previous Cost per Container per Month	Cost per Container per Month effective 2/2/2018
Furnish & service 6-yard containers	2 times per week	\$ 118.19	\$ 141.83

Tabor Cove Location: 2200 - 2207 Tabor Cove			
Description	Pick-Up Frequency	Previous Cost per Container per Month	Cost per Container per Month effective 2/2/2018
Furnish & service 6-yard containers	2 times per week	\$ 123.17	\$ 147.80

Leah Cove Location: 2200 - 2211 Leah Cove			
Description	Pick-Up Frequency	Previous Cost per Container per Month	Cost per Container per Month effective 2/2/2018
Furnish & service 6-yard containers	2 times per week	\$ 118.19	\$ 141.83

Description	Previous Unit Price	Unit Price Effective 2/2/2018
Bulky Item Collection and Area Clean-Up (All Locations)	\$ 1,350.00	\$ 1,485.00

3.0 The total Contract amount is unchanged for the hold over period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 7/6/2012 – 7/5/2014	\$644,648.00	\$644,648.00
Amendment No. 1: Option 1 7/6/2014 – 7/5/2015	\$322,324.00	\$966,972.00
Amendment No. 2: Option 2 7/6/2015 – 7/5/2016	\$322,324.00	\$1,289,296.00
Amendment No. 3: Option 3 7/6/2016 – 7/5/2017	\$322,324.00	\$1,611,620.00
Amendment No. 4: 120 Day Holdover 7/6/2017 – 11/2/2017	\$0.00	\$1,611,620.00
Amendment No. 5: 90 Day Holdover 11/3/2017 -2/1/2018	\$0.00	\$1,611,620.00
Amendment No. 6: 24 Month Holdover and Increase 2/2/2018 – 2/1/2020	\$0.00	\$1,611,620.00

4.0 MBE/WBE goals do not apply to this contract.

5.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

6.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

WASTE MANAGEMENT OF TEXAS, INC.

Rich Losa (PL)
Signature

Rich Losa
Printed Name of Authorized Person

Director of Public Sector Solutions Procurement Specialist IV
Title

2-7-18
Date

CITY OF AUSTIN

Sandy Wirtanen
Signature

Sandy Wirtanen
Printed Name of Authorized Person

Title

2/7/18
Date



Amendment No. 5
to
Contract No. NA120000143
for
Residential Refuse Dumpster Collection Services
between
Waste Management of Texas, Inc.
and the
City of Austin

- 1.0 The City hereby executes a hold over provision of the above referenced contract for a period of 90 days.
- 2.0 The term for the hold over will be November 3, 2017 through February 1, 2018
- 3.0 The total Contract amount is unchanged for the hold over period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 7/6/2012 – 7/5/2014	\$644,648.00	\$644,648.00
Amendment No. 1: Option 1 7/6/2014 – 7/5/2015	\$322,324.00	\$966,972.00
Amendment No. 2: Option 2 7/6/2015 – 7/5/2016	\$322,324.00	\$1,289,296.00
Amendment No. 3: Option 3 7/6/2016 – 7/5/2017	\$322,324.00	\$1,611,620.00
Amendment No. 4: 120 Day Holdover 7/6/2017 – 11/2/2017	\$0.00	\$1,611,620.00
Amendment No. 5: 90 Day Holdover 11/3/2017 -2/1/2018	\$0.00	\$1,611,620.00

- 4.0 MBE/WBE goals do not apply to this contract.
- 5.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 6.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

WASTE MANAGEMENT OF TEXAS, INC.

Paul Dugereau
Signature

PAUL DUGEREAU
Printed Name of Authorized Person

Public Sector Manager
Title

10-31-2017
Date

CITY OF AUSTIN

Sandy Wirtanen
Signature

Sandy Wirtanen
Printed Name of Authorized Person

Procurement Specialist IV
Title

10/31/17
Date



Amendment No. 4
to
Contract No. NA120000143
for
Residential Refuse Dumpster Collection Services
between
Waste Management of Texas, Inc.
and the
City of Austin

- 1.0 The City hereby exercises the hold over provision of the above referenced contract for a period of 120 days in accordance with the hold over language in the "Term of Contract" provision which reads as follows:

"Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing)."

- 2.0 Effective May 25, 2017, the term for the hold over will be July 6, 2017 to November 2, 2017.

- 3.0 The total Contract amount is unchanged for the hold over period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 7/6/2012 – 7/5/2014	\$644,648.00	\$644,648.00
Amendment No. 1: Option 1 7/6/2014 – 7/5/2015	\$322,324.00	\$966,972.00
Amendment No. 2: Option 2 7/6/2015 – 7/5/2016	\$322,324.00	\$1,289,296.00
Amendment No. 3: Option 3 7/6/2016 – 7/5/2017	\$322,324.00	\$1,611,620.00
Amendment No. 4: 120 Day Holdover 7/6/2017 – 11/2/2017	\$0.00	\$1,611,620.00

- 4.0 MBE/WBE goals do not apply to this contract.

- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature: _____

Date: _____

5/31/17

Danielle Lord, Procurement Manager
City of Austin
Purchasing Office



Amendment No. 3
of
Contract No. NA120000143
for
Residential Refuse Dumpster Collection Services
between
Waste Management of Texas, Inc
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective July 6, 2016 the term for the extension option will be July 6, 2016 to July 5, 2017 and there are no remaining options.
- 2.0 The total contract amount is increased by \$322,324.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 07/06/2012 – 07/05/14	\$644,648.00	\$644,648.00
Amendment No.1: Option 1 07/06/2014 – 07/05/15	\$322,324.00	\$966,972.00
Amendment No.2: Option 2 07/06/2015 – 07/05/16	\$322,324.00	\$1,289,296.00
Amendment No.3: Option 3 07/06/2016 – 07/05/17	\$322,324.00	\$1,611,620.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature:

6-30-2016

Printed Name:

PAUL DUGEREAU

Authorized Representative

Waste Management of Texas, Inc.
800 Gessner Road
Austin, TX 77024

Signature:

7-1-16

for
Linell Goodin-Brown
Contract Compliance Supervisor
City of Austin
Purchasing Department




Amendment No. 2
of
Contract No. NA120000143
for
Residential Refuse Dumpster Collection Services
between
Waste Management of Texas, Inc
and the
City of Austin

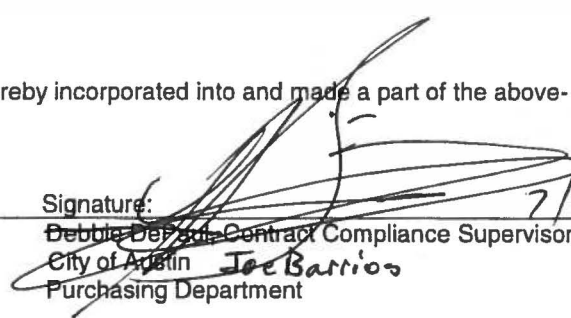
- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective July 6, 2015 the term for the extension option will be July 6, 2015 to July 5, 2016 and there is one remaining option.
- 2.0 The total contract amount is increased by \$322,324.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 07/06/2012 – 07/05/14	\$644,648.00	\$644,648.00
Amendment No.1: Option 1 07/06/2014 – 07/05/15	\$322,324.00	\$966,972.00
Amendment No.2: Option 2 07/06/2015 – 07/05/16	\$322,324.00	\$1,289,296.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature: 
Printed Name: Paul Daugeanu
Authorized Representative

Signature:  7/2/15
Debbie DeFazio, Contract Compliance Supervisor, Acting
City of Austin
Joe Barrios
Purchasing Department

Waste Management of Texas, Inc.
800 Gessner Road
Austin, TX 77024



Amendment No. 1
of
Contract No. NA120000143
for
Residential Refuse Dumpster Collection Services
between
Waste Management of Texas, Inc
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective July 6, 2014 the term for the extension option will be July 6, 2014 to July 5, 2015 and there are two remaining options.
- 2.0 The total contract amount is increased by \$322,324.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 07/06/2012 – 07/05/14	\$644,648.00	\$644,648.00
Amendment No.1: Option 1 07/06/2014 – 07/05/15	\$322,324.00	\$966,972.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date: Rich Loya 7-2-2014
Printed Name: Rich Loya
Authorized Representative

Signature & Date: Debbie DePaul 7/2/14
Debbie DePaul, Contract Compliance Supervisor
City of Austin
Purchasing Department

Waste Management of Texas, Inc.
800 Gessne Road
Austin, TX 77024



Financial and Administrative Service Department
Purchasing Office
PO Box 1088, Austin, Texas, 78767

July 6, 2012

Waste Management of Texas, Inc.
Donald J. Smith
800 Gessner Road
Houston, TX 77024

Dear Donald J. Smith:

The Austin City Council approved the execution of a contract with your company for Residential Refuse Dumpster Collection Services in accordance with the referenced solicitation.

Responsible Department:	Austin Resource Recovery
Department Contact Person:	Phil Tindall
Department Contact Email Address:	Phillip.tindall@austintexas.gov
Department Contact Telephone:	512-974-1955
Project Name:	Residential Refuse Dumpster Collection Services
Contractor Name:	Waste Management of Texas, Inc.
Contract Number:	NA120000143
Contract Period:	07/06/2012 – 7/5/2014
Extension Options:	3-12 months
Contract Amount:	\$322,324
Requisition Number:	1500 12031400258
Solicitation Number:	SDC0174
Agenda Item Number:	65
Council Approval Date:	6/28/2012

A copy of the contract/purchase order will be forwarded by mail.

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Steve Cocke
Buyer II
Purchasing Office
Finance and Administrative
Service Department

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
Waste Management of Texas, Inc. ("Contractor")
for
Residential Refuse Dumpster Collection Services
Contract Number NA120000143**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Waste Management of Texas, Inc. having offices at Houston, TX 77024 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number SDC0174.

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 The City's Solicitation, Invitation for Bid Best Value, SDC0174 including all documents incorporated by reference
- 1.1.3 **Waste Management of Texas, Inc.** Offer, dated 4/2/2012, including subsequent clarifications

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Contract
- 1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications

1.3 Quantity of Work. There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order.

1.4 Term of Contract. The Contract will be in effect for an initial term of twenty-four (24) months and may be extended thereafter for up to three (3) twelve (12) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

1.5 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$644,648 for the initial Contract term and \$322,324 for each extension option as indicated in the Bid Sheet, IFB Section 0600. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and

understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

CITY OF AUSTIN

Printed Name of
Authorized Person:

Jeffery Dilbert

Signature:



Title:

Corporate Purchasing Manager

Date

7/6/2012

CITY OF AUSTIN, TEXAS

**Purchasing Office
INVITATION FOR BID (BEST VALUE)
Offer Sheet**

SOLICITATION NO: SDC0174

COMMODITY/SERVICE DESCRIPTION: 24 Month Contract for
RESIDENTIAL REFUSE DUMPSTER COLLECTION SERVICES

DATE ISSUED: 3/19/2012

REQUISITION NO.: 1500 12031400258

PRE-BID CONFERENCE TIME AND DATE: March 30, 2012 @
10:00 A.M.

COMMODITY CODE: 96270

LOCATION: City of Austin, Purchasing Office (Municipal Building)
124 W 8th Street Rm 310., Austin, Texas 78701.

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT:**

BID DUE PRIOR TO: 4/6/2012 @ 2:00 P.M.

COMPLIANCE PLAN DUE PRIOR TO: N/A

Steve Coche

Buyer II

Phone: (512) 974-2003

BID OPENING TIME AND DATE: 4/6/2012 @ 2:00 P.M.

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 310, AUSTIN, TEXAS 78701

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below.

P.O. Address for US Mail	Street Address for Hand Delivery or Courier Service
City of Austin	City of Austin, Purchasing Office
Purchasing Office	Municipal Building
P.O. Box 1088	124 W 8 th Street, Rm 310
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

SUBMIT 1 ORIGINAL AND 4 SIGNED COPIES OF OFFER

OFFER SUBMITTED BY



Signature of Person Authorized to Sign Offer

DONALD J. SMITH
AREA VICE PRESIDENT

Signer's Name and Title: (please print or type)

FEDERAL TAX ID NO. 

Date: 4/2/12

Company Name: Waste Management of Texas, Inc

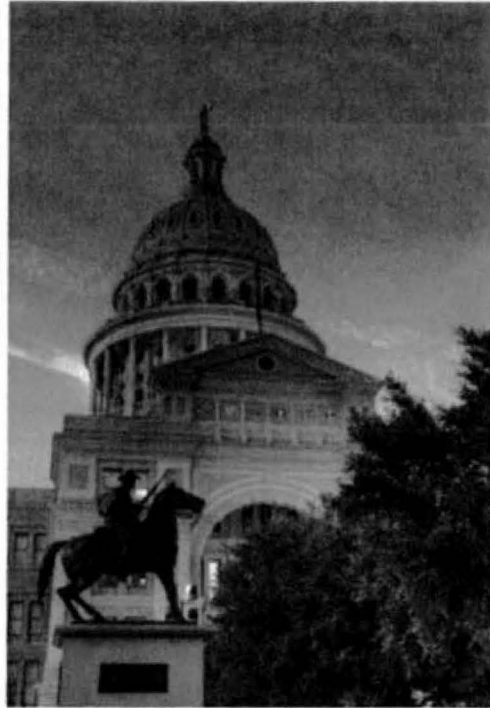
Address: 300 Bessner Road

City, State, Zip Code Houston, Tx 77024

Phone No. (713) 647-5465

Fax No. (713) 942-1516

Email Address: DSmith4@wm.com



Proposal for the City of Austin

Residential Refuse Dumpster Collection Services

**Response to Solicitation Number SDC0174
from Waste Management of Texas, Inc.**

Addendums 1 and 2 Acknowledged



THINK GREEN®



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Waste Management of Texas, Inc.
9708 Giles Road
Austin, Texas 78754
(512) 272-6215 (Direct)
(512) 272-8960 (Fax)

April 6, 2011

City of Austin Purchasing Office
Municipal Building
124 W. 8th Street, Room 310
Austin, TX 78701

Re: Residential Refuse Dumpster Collection Services

Solicitation #SDC0174

Dear Purchasing Officer:

Waste Management of Texas, Inc. is pleased to submit this proposal for Residential Refuse Dumpster Collection Services for the City of Austin. We believe we have an excellent working relationship with the City and customers and look forward to continuing this relationship. We appreciate the opportunity to provide the same high level of service.

Community partnerships are important to Waste Management and our employees in the Austin area. We will continue to work with the City and with the customers to understand the needs, programs, and to build in cost efficiencies. You can rely on us for high-quality solutions to collaborate with the City to comply with increasingly complex government regulations and benefit local businesses and non-profit organizations. We are your environmental services partner, offering a comprehensive suite of services.

Waste Management has been a recognized leader in the environmental services industry for 40 years. We take pride in servicing the City and have been the winner of several awards in the Austin area for our outstanding environmental efforts. Waste Management understands the City's goal of Zero Waste and will continue to use our company resources and local personnel to help the City to achieve that goal.

Attached is our proposal for Residential Refuse Dumpster Collection Services. If there are any questions or items requiring clarification, please do not hesitate to contact me at 512-272-6215.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Bill Haberstro". The signature is fluid and cursive, with a large, stylized "B" and "H".

Bill Haberstro
Public Sector Representative

Required Forms

- Cover page/offer sheet
- Bid Sheet (section 0600)
- Reference Sheet (section 0700)
- Certifications and Affidavits (sections 0800 -- -0835)
 - Equal Employment/Fair Housing Nondiscrimination Certification (0800)
 - Non-Suspension or Debarment Certification (0805)
 - Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit (0810)
 - Living Wages and Benefits Contractor Certification (0815)
 - Living Wages and Benefits Employee Certification (0820)
 - Non-Resident Bidder Provisions (0835)
- MBE/WBE Procurement Program Package or No Goals Utilization Plan, if applicable (section 0900)
- Addendum 1
- Addendum 2

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0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE or NO GOALS UTILIZATION PLAN	2
1000	"NO OFFER" RESPONSE FORM	1

All other Sections may be viewed at: http://www.austintexas.gov/financeonline/vendor_connection/index.cfm

RETURN THE FOLLOWING DOCUMENTS WITH YOUR OFFER**

- Cover Page
- Section 0600
- Section 0700
- Sections 0800 - 0835
- Section 0900
- Bid Guaranty
- Offer Sheet
- Bid Sheet(s)
- Reference Sheet (if required)
- Certifications and Affidavits (return all applicable Sections)
- MBE/WBE Procurement Program Package or No Goals Utilization Plan (if required)

** See also Section 0200, Solicitation Instructions, Section 0400, Supplemental Purchase Provisions, and Section 0500, Scope of Work/Specification, for additional documents that must be submitted with the Offer.

The Vendor agrees, if this Offer is accepted within 90 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

* INCORPORATION OF DOCUMENTS. Section 0100, Standard Purchase Definitions; Section 0200, Standard Solicitation Instructions; and Section 0300, Standard Purchase Terms and Conditions are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDDOCUMENTS.

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office at the address or phone number indicated on page 1 of this Offer Sheet. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

It is the policy of the City of Austin to involve certified Minority Owned Business Enterprises (MBEs) and Woman Owned Business Enterprises (WBEs) in City contracting. MBE and WBE goals for this Solicitation are contained in Section 0900.

All Contractors and Subcontractors should be registered to do business with the City prior to submitting a response to a City Solicitation. In the case of Joint Ventures, each individual business in the joint venture should be registered with the City prior to submitting a response to a City solicitation. If the Joint Venture is awarded a contract, the Joint Venture must register to do business with the City. Prime Contractors are responsible for ensuring that their Subcontractors are registered. Registration can be done through the City's on-line vendor registration system. Log onto http://www.austintexas.gov/financeonline/vendor_connection/index.cfm and follow the directions.

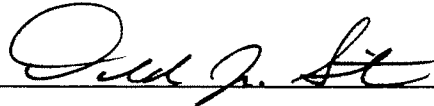
<p align="center">Company Experience/History (7 Points)</p> <p>Please provide a summary of company's experience/history especially regarding services similar to those required in the designated Contract Area. Additionally, please include any documented recognition or commendation for environmental excellence in the Austin area.</p>
<p align="center">Company Equipment and Methods to Minimize Carbon Footprint(7 Points)</p> <p>List the size, type and age of collection equipment/vehicles that will be used to collect refuse and recycling in the designated Contract Area. Be sure to indicate if the vehicles included on your list have alternative fuel capability, such as hybrid, CNG, biodiesel (from local sources). Please also identify whether or not the company will utilize scale equipment or if a dedicated route will be designated. Include information about the options available to monitor carbon footprint, route efficiency, collection information, etc.</p>
<p align="center">Company Involvement and Collaboration (15 Points)</p> <p>Provide a summary of how your company can collaboratively work with the City to become more creatively involved in encouraging the customers in the designated Contract Area to embrace the concept of Zero Waste, generate less waste, and increase recycling.</p>
<p align="center">Resource Dedication and Service Level (10 Points)</p> <p>Provide a summary of how your company has worked with previous partners or clients in Austin to be flexible and responsive to the client's concerns. In particular, identify the commitments and resources your company is willing to dedicate to implement adjustments quickly and work positively with the City to provide excellent service to the businesses and residents within the Contract Area.</p>

Resource Dedication and Service Level (10 Points)

Provide a summary of how your company has worked with previous partners or clients in Austin to be flexible and responsive to the client's concerns. In particular, identify the commitments and resources your company is willing to dedicate to implement adjustments quickly and work positively with the City to provide excellent service to the businesses and residents within the Contract Area.

Print Bidder Name: Donald J Smith

Official Position with Company: Area Vice President

Bidder Signature  Date 4/2/12

Vendor Tax ID # 75-1223528 Phone# 713-647-5465 Fax# 713-942-1516

All fees should be included in your bid price. The City of Austin is tax exempt. Bidder shall fill in all spaces to be considered for award. **The contract term of this agreement shall be for one (1) year with four (4) twelve (12) month extension options.**



BID SHEET

Quote shall be made on all collection frequencies and special pick-up services listed.

NOTE: Quantities of containers are estimates. The City reserves the right to increase or decrease the number of containers and the size of the containers on a location-by-location basis. The City also reserves the right to add or remove service locations at any time as deemed necessary. Annual prices shall be calculated based on estimated quantities and a refuse collection schedule of two times per week. However, Contractor shall invoice the City based on actual container quantities and sizes.

1.0 Collection Locations

Rundberg Lane Location: 1001-1127 blocks of West Rundberg Lane (south side of street), Austin, TX											
Item #	Description	Pick-Up Frequency	Cost per Container per Month	x	Est. Qty	=	Total Cost per Month	x	12	=	Annual Price
1.1	Furnish & service 4-yard side loading containers	2 times per week	\$ 82.36	x	10	=	\$ 823.64	x	12	=	\$ 9,883.68

Sam Rayburn Location: 8204 – 8219 Sam Rayburn, Austin, TX											
Item #	Description	Pick-Up Frequency	Cost per Container per Month	x	Est. Qty	=	Total Cost per Month	x	12	=	Annual Price
1.2	Furnish & service 8-yard containers	2 times per week	\$ 134.19	x	4	=	\$ 536.77	x	12	=	\$ 6,441.24

Vintage Hills Location: 7402 – 7419 Vintage Hills Drive, Austin, TX : 3300 – 3306 Vintage Hills Cove, Austin, TX											
Item #	Description	Pick-Up Frequency	Cost per Container per Month	x	Est. Qty	=	Total Cost per Month	x	12	=	Annual Price
1.3	Furnish & service 8-yard containers	2 times per week	\$ 133.44	x	5	=	\$ 667.19	x	12	=	\$ 8,006.28

Brownie Drive Location: 10005 – 10403 Brownie Drive, Austin, TX										
Item #	Description	Pick-Up Frequency	Cost per Container per Month	x	Est. Qty	=	Total Cost per Month	x	12	= Annual Price
1.4	Furnish & service 8-yard containers	2 times per week	\$ <u>131.26</u>	x	18	=	\$ <u>2,362.61</u>	x	12	= \$ <u>28,351.32</u>
1.5	Furnish & service 6-yard containers	2 times per week	\$ <u>113.51</u>	x	2	=	\$ <u>227.01</u>	x	12	= \$ <u>2,724.12</u>

Hoeke Lane location: 2501– 2690 Hoeke Lane, Austin, TX										
Item #	Description	Pick-Up Frequency	Cost per Container per Month	x	Est. Qty	=	Total Cost per Month	x	12	= Annual Price
1.6	Furnish & service 8-yard container	2 times per week	\$ <u>160.62</u>	x	1	=	\$ <u>160.62</u>	x	12	= \$ <u>1,927.44</u>

Westgate Blvd. & West Wind Location: 4800-5012 Westgate Blvd. Austin, TX; 4800-5010 West Wind, Austin, TX										
Item #	Description	Pick-Up Frequency	Cost per Container per Month	x	Est. Qty	=	Total Cost per Month	x	12	= Annual Price
1.7	Furnish & service 8-yard containers	2 times per week	\$ <u>139.20</u>	x	13	=	\$ <u>1,809.59</u>	x	12	= \$ <u>21,715.08</u>

Southport Drive Location: 1201-1221 Southport Drive and 1307-1323 Southport Drive, Austin, TX										
Item #	Description	Pick-Up Frequency	Cost per Container per Month	x	Est. Qty	=	Total Cost per Month	x	12	= Annual Price
1.8	Furnish & service 6-yard containers	2 times per week	\$ <u>107.11</u>	x	13	=	\$ <u>1,392.49</u>	x	12	= \$ <u>16,709.88</u>

Wentworth Drive Location: 6709-6913 Wentworth Drive, Austin, TX											
Item #	Description	Pick-Up Frequency	Cost per Container per Month	x	Est. Qty	=	Total Cost per Month	x	12	=	Annual Price
1.9	Furnish & service 6-yard containers	2 times per week	\$ <u>116.94</u>	x	11	=	\$ <u>1,286.29</u>	x	12	=	\$ <u>15,435.48</u>

Hearthside Drive Location: 1900-1914 Hearthside Drive, Austin, TX											
Item #	Description	Pick-Up Frequency	Cost per Container per Month	x	Est. Qty	=	Total Cost per Month	x	12	=	Annual Price
1.10	Furnish & service 6-yard containers	2 times per week	\$ <u>107.84</u>	x	8	=	\$ <u>862.72</u>	x	12	=	\$ <u>10,352.64</u>

Hearthstone Drive Location: 1901-1920 Hearthstone Drive, Austin, TX											
Item #	Description	Pick-Up Frequency	Cost per Container per Month	x	Est. Qty	=	Total Cost per Month	x	12	=	Annual Price
1.11	Furnish & service 6-yard containers	2 times per week	\$ <u>107.33</u>	x	11	=	\$ <u>1,180.58</u>	x	12	=	\$ <u>14,166.96</u>

Mission Hills Drive Location: 2215-2409 Mission Hills Drive, Austin, TX											
Item #	Description	Pick-Up Frequency	Cost per Container per Month	x	Est. Qty	=	Total Cost per Month	x	12	=	Annual Price
1.12	Furnish & service 6-yard containers	2 times per week	\$ <u>107.19</u>	x	12	=	\$ <u>1,286.29</u>	x	12	=	\$ <u>15,435.48</u>

Mission Hills Circle Location: 2200-2212 Mission Hills Circle, Austin, TX										
Item #	Description	Pick-Up Frequency	Cost per Container per Month	x	Est. Qty	=	Total Cost per Month	x	12	= Annual Price
1.12	Furnish & service 6-yard containers	2 times per week	\$ <u>105.99</u>	x	7	=	\$ <u>741.92</u>	x	12	= \$ <u>8,903.04</u>

Garcreek Circle Location: 8302-8412 Garcreek Circle, Austin, TX										
Item #	Description	Pick-Up Frequency	Cost per Container per Month	x	Est. Qty	=	Total Cost per Month	x	12	= Annual Price
1.13	Furnish & service 6-yard containers	2 times per week	\$ <u>117.66</u>	x	8	=	\$ <u>941.25</u>	x	12	= \$ <u>11,295.00</u>

Roxanna Drive Location: 9300 – 9997 Roxanna Dr, Austin, TX										
Item #	Description	Pick-Up Frequency	Cost per Container per Month	x	Est. Qty	=	Total Cost per Month	x	12	= Annual Price
1.14	Furnish & service 6-yard containers	2 times per week	\$ <u>116.05</u>	x	7	=	\$ <u>812.34</u>	x	12	= \$ <u>9,748.08</u>

Manor Circle Location: 2500-2507 Manor Circle, Austin, TX										
Item #	Description	Pick-Up Frequency	Cost per Container per Month	x	Est. Qty	=	Total Cost per Month	x	12	= Annual Price
1.15	Furnish & service 8-yard containers	2 times per week	\$ <u>135.45</u>	x	3	=	\$ <u>406.35</u>	x	12	= \$ <u>4,876.20</u>

Alpine Circle Location: 3500-3511 Alpine Circle, Austin, TX											
Item #	Description	Pick-Up Frequency	Cost per Container per Month	x	Est. Qty	=	Total Cost per Month	x	12	=	Annual Price
1.16	Furnish & service 6-yard containers	2 times per week	\$ <u>109.73</u>	x	4	=	\$ <u>438.91</u>	x	12	=	\$ <u>5,266.92</u>

Fireside Drive Location: 8600 Fireside Drive, Austin, TX											
Item #	Description	Pick-Up Frequency	Cost per Container per Month	x	Est. Qty	=	Total Cost per Month	x	12	=	Annual Price
1.17	Furnish & service 8-yard containers	2 times per week	\$ <u>132.31</u>	x	8	=	\$ <u>1,058.44</u>	x	12	=	\$ <u>12,701.76</u>

Rachel Cove Location: 2300 -2425 Rachel Cove, Austin, TX											
Item #	Description	Pick-Up Frequency	Cost per Container per Month	x	Est. Qty	=	Total Cost per Month	x	12	=	Annual Price
1.18	Furnish & service 6-yard containers	2 times per week	\$ <u>118.19</u>	x	4	=	\$ <u>472.74</u>	x	12	=	\$ <u>5,672.88</u>

Cedric Cove Location: 2300 – 2311 Cedric Cove, Austin, TX											
Item #	Description	Pick-Up Frequency	Cost per Container per Month	x	Est. Qty	=	Total Cost per Month	x	12	=	Annual Price
1.19	Furnish & service 6-yard containers	2 times per week	\$ <u>118.19</u>	x	4	=	\$ <u>472.74</u>	x	12	=	\$ <u>5,672.88</u>

Tabor Cove Location: 2200 - 2207 Tabor Cove, Austin, TX										
Item #	Description	Pick-Up Frequency	Cost per Container per Month	x	Est. Qty	=	Total Cost per Month	x	12	= Annual Price
1.20	Furnish & service 6-yard containers	2 times per week	\$ <u>123.17</u>	x	2	=	\$ <u>246.34</u>	x	12	= \$ <u>2,956.08</u>

Leah Cove Location: 2200 -2211 Leah Cove, Austin, TX										
Item #	Description	Pick-Up Frequency	Cost per Container per Month	x	Est. Qty	=	Total Cost per Month	x	12	= Annual Price
1.21	Furnish & service 6-yard containers	2 times per week	\$ <u>118.19</u>	x	4	=	\$ <u>472.74</u>	x	12	= \$ <u>5,672.88</u>

1.0 Sub-Total (1.1 through 1.21)									\$ <u>223,914.84</u>	
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2.0 Special Single Container Pick Up Services: Contractor shall pick up single specified container at specified location within twenty-four (24) hours of notification as listed below.

Item #	Description	Est Number of Hauls per Year	x	Price per Haul	=	Annual Price
2.1	Service 4-yd Container (normal working day)	6	x	\$ 12.98	=	\$ 77.86
2.2	Service 6-yd Container (normal working day)	6	x	\$ 19.46	=	\$ 116.78
2.3	Service 8-yd Container (normal working day)	6	x	\$ 25.95	=	\$ 155.71
2.4	Service 4-yd Container (weekend or holiday)	3	x	\$ 15.57	=	\$ 46.71
2.5	Service 6-yd Container (weekend or holiday)	3	x	\$ 23.36	=	\$ 70.07
2.6	Service 8-yd Container (weekend or holiday)	3	x	\$ 31.14	=	\$ 93.43

2.0 Sub-Total (2.1 through 2.6)					=	\$ 560.56
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3.0 Special Service Location Collection Services: Contractor shall empty all containers in specified area location within twenty-four (24) hours notification as listed below.

Item #	Service Area Location	Est. Number of Hauls per Year	x	Price per Haul	=	Annual Price
3.1	Brownie Drive Location	1	x	\$ 3,236.32	=	\$ 3,236.32
3.2	Sam Rayburn Location	1	x	\$ 719.18	=	\$ 719.18
3.3	Vintage Hills (Drive & Cove) Location	1	x	\$ 898.98	=	\$ 898.98
3.4	Brown Drive Location	1	x	\$ 269.69	=	\$ 269.69
3.5	Hoeke Lane Location	1	x	\$ 179.80	=	\$ 179.80
3.6	Westgate Blvd. & West Wind Location	1	x	\$ 2,337.34	=	\$ 2,337.34
3.7	Southport Drive Location	1	x	\$ 1,753.01	=	\$ 1,753.01
3.8	Wentworth Drive Location	1	x	\$ 1,483.31	=	\$ 1,483.31
3.9	Hearthside Drive Location	1	x	\$ 1,078.77	=	\$ 1,078.77
3.10	Hearthstone Drive Location	1	x	\$ 1,483.31	=	\$ 1,483.31
3.11	Mission Hills (Drive and Circle) Location	1	x	\$ 1,618.16	=	\$ 1,618.16
3.12	Garcreek Circle Location	1	x	\$ 943.93	=	\$ 943.93
3.13	Roxanna Drive Location	1	x	\$ 1,078.77	=	\$ 1,078.77
3.14	Manor Circle Location	1	x	\$ 943.93	=	\$ 943.93
3.15	Alpine Circle Location	1	x	\$ 539.39	=	\$ 539.39
3.16	Fireside Drive Location	1	x	\$ 539.39	=	\$ 539.39
3.17	Rachel Cove Location	1	x	\$ 1,438.36	=	\$ 1,438.36
3.18	Cedric Cove Location	1	x	\$ 539.39	=	\$ 539.39
3.19	Tabor Cove Location	1	x	\$ 539.39	=	\$ 539.39
3.20	Leah Cove Location	1	x	\$ 269.69	=	\$ 269.69
3.21	Rundberg Location	1	x	\$ 898.28	=	\$ 898.28

3.0 Sub-Total (3.1 through 3.21)	\$ 22,789.07
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4.0 Bulk Item Collection and Area Clean-up (reference 3.2 of the specification).

Item #	Description	Collection & Clean-up Frequency (All Locations)	Unit Price	x	26	=	Annual Price
4.1	Bulky Item Collection and Area Clean-Up (All Locations)	Bi-Weekly	\$ 1,350.00	x	26	=	\$ 35,100.00

Item #	Description	Number of Special 'Out-of-Cycle' Bulky Collection Requests (One Location per Request)	x	Unit Price for Special 'Out-of- Cycle' Bulky Collection Request for One Location	=	Annual Price
4.2	Special 'Out-of-Cycle' Bulky Item Collection and Area Clean-Up within 24-hours of Request	12	x	\$ 405.00	=	\$ 4,860.00

Item #	Description	Collection of Bulky Items for Recycling	x	Unit Price for Bulky Item Recycling Collection	=	Annual Price
4.3	Special Collection for Bulky Items	Bi-Weekly	x	\$ 1,350.00	=	\$ 35,100.00

4.0 Sub-Total (4.1 through 4.3)	\$ <u>75,060.00</u>
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TOTAL PRICE FOR ALL ITEMS (51 pts) (Sum of Sub-Totals 1.0, 2.0, 3.0, & 4.0)	\$ <u>322,324.47</u>
--	-----------------------------

The items listed below are for informational purposes only and will not be used in calculating the award.

	Monthly Cost
Price for an additional 4 yard container serviced twice per week	\$ <u>89.90</u>
Price for an additional 6 yard container serviced twice per week	\$ <u>134.85</u>
Price for an additional 8 yard container serviced twice per week	\$ <u>179.80</u>

LOCAL BUSINESS PRESENCE (Maximum 10 points)
--

Team's Local Business Presence	Points Awarded
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local presence of between 1 and 24%	2
No local presence	0

City of Austin
Purchasing Office
Local Business Presence Identification Form

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE).

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN, SECTION 0900 OF THE SOLICITATION.

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	Waste Management of Texas, Inc					
Address	9708 Biles Rd, Austin TX 78754					
Is Firm located in the Corporate City Limits? (circle one)	<input checked="" type="radio"/> Yes			<input type="radio"/> No		
In business at this location for past 5 yrs?	<input checked="" type="radio"/> Yes			<input type="radio"/> No		
Location Type:	Headquarters	Yes	<input checked="" type="radio"/> No	Branch	<input checked="" type="radio"/> Yes	No

SUBCONTRACTOR(S):

Name of Local Firm						
Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm						
Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No



**CITY OF AUSTIN
PURCHASING OFFICE
REFERENCE SHEET**

Please Complete and Return This Form with the Offer

Solicitation Number: ☒ ☐
Offeror's Name Date

The Offeror shall furnish, with the Offer, the following information, for at least recent customers to whom products and/or services have been provided that are similar to those required by this Solicitation.

To add additional references to this form, click the Add Reference Button. =====>

Add Reference

Company's Name	<input type="text" value="Austin Housing Authority"/>		
Name of Contact	<input type="text" value="Nora Morales"/>	Contact Title	<input type="text" value="Purchasing Manager"/>
Present Address	<input type="text" value="1124 South I-35"/>		
City	<input type="text" value="Austin"/>	State	<input type="text" value="Texas"/> <input type="text" value="78704"/>
Telephone Number	<input type="text" value="(512) 477-1496"/>	FAX Number	<input type="text" value="(512) 477-3979"/>
Email Address	<input type="text" value="noram@hacane.org"/>		

Company's Name	<input type="text" value="San Antonio Housing Authority"/>		
Name of Contact	<input type="text" value="Stacy Padgett"/>	Contact Title	<input type="text" value="Director of Procurement"/>
Present Address	<input type="text" value="818 South Flores"/>		
City	<input type="text" value="San Antonio"/>	State	<input type="text" value="Texas"/> <input type="text" value="78204"/>
Telephone Number	<input type="text" value="(210) 477-6171"/>	FAX Number	<input type="text"/>
Email Address	<input type="text" value="stacy_padgett@saha.org"/>		

Company's Name	<input type="text" value="Travis County"/>		
Name of Contact	<input type="text" value="Loren Breland"/>	Contact Title	<input type="text" value="Procurement"/>
Present Address	<input type="text" value="700 Lavaca Street, 8th Floor"/>		
City	<input type="text" value="Austin"/>	State	<input type="text" value="Texas"/> <input type="text" value="78701"/>
Telephone Number	<input type="text" value="(512) 854-4854"/>	FAX Number	<input type="text" value="(512) 854-9185"/>
Email Address	<input type="text" value="Loren.Breland@co.travis.tx.us"/>		

Company's Name	City of Lampasas		
Name of Contact	Stacy Brack	Contact Title	Assistant City Manager
Present Address	312 East 3rd Street		
City	Lampasas	State	Texas Zip Code 76550
Telephone Number	(512) 556-6831	FAX Number	(512) 556-2195
Email Address	stacy@cityoflampasas.com		

Company's Name	City of Belton		
Name of Contact	Cristy Daniell	Contact Title	Assistant City Manager
Present Address	P.O. Box 120		
City	Belton	State	Texas Zip Code 76513
Telephone Number	(254) 933-5800	FAX Number	(254) 993-5822
Email Address	cdaniell@beltontexas.org		



City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION

SOLICITATION NO SDC0175 SDC0174

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination in Employment Policy:

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, **OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.**

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 2nd day of April, 2012.

CONTRACTOR

Authorized Signature

Title

Waste Management of Texas, Inc.
[Signature]
AREA VICE PRESIDENT

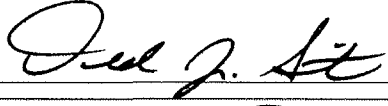
City of Austin, Texas
NON-SUSPENSION OR DEBARMENT CERTIFICATION

SOLICITATION NO.

~~SDC0173~~ SDC0174

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name:	Waste Management of Texas, Inc		
Signature of Officer or Authorized Representative:		Date:	4/2/12
Printed Name:	DONALD J. SMITH		
Title:	AREA VICE PRESIDENT		



CITY OF AUSTIN
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT
SOLICITATION NO. SDC0473 SDC 0174
FOR

24 Month Contract for RESIDENTIAL REFUSE DUMPSTER COLLECTION SERVICES

State of Texas

County of Travis

The undersigned "Affiant" is a duly authorized representative of the Offeror for the purpose of making this Affidavit, and, after being first duly sworn, has deposed and stated and hereby deposes and states, to the best of his or her personal knowledge and belief as follows:

The term "Offeror", as used herein, includes the individual or business entity submitting the Offer and for the purpose of this Affidavit includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and anyone or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

1. **Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:
 - a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
 - b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.
2. **Preparation of Solicitation and Contract Documents.** The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
3. **Participation in Decision Making Process.** The Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract hereunder, no individual, agent, representative, consultant, subcontractor, or subconsultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
4. **Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.
5. **City Code.** As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.
6. **Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:
 - a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income;

**CITY OF AUSTIN
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT**

- b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than \$250 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that OWNER is considering doing business with the Offeror.
- c. as required by Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:

<http://www.austintexas.gov/department/conflict-interest-questionnaire>

There are statutory penalties for failure to comply with Chapter 176.

If the Offeror cannot affirmatively swear and subscribe to the forgoing statements, the Offeror shall provide a detailed written explanation in the space provided below or, as necessary, on separate pages to be annexed hereto.

Offeror's
Explanation:

7. **Anti-Lobbying Ordinance.** As set forth in the Solicitation Instructions, Section 0200, paragraph 7N, between the date that the Solicitation was issued and the date of full execution of the Contract, Offeror has not made and will not make a representation to a City official or to a City employee, other than the Authorized Contact Person for the Solicitation, except as permitted by the Ordinance.

Contractor's Name:	<div style="border: 1px solid black; padding: 2px;">Waste Management OF Texas, Inc</div>
Printed Name:	<div style="border: 1px solid black; padding: 2px;">DONALD J. SMITH</div>
Title:	<div style="border: 1px solid black; padding: 2px;">AREA VICE PRESIDENT</div>



Signature of Officer or Authorized Representative:

Subscribed and sworn to before me this 2 day of April, 2012



Notary Public

My Commission Expires 06/08/2013



CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS CONTRACTOR CERTIFICATION
(Please duplicate as needed)

SOLICITATION NO. SECTION 0815 SOL0174

Pursuant to the Living Wages and Benefits provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.00 per hour.

I hereby certify under penalty of perjury that all of the below listed employees of the Contractor who are directly assigned to this contract:

- (1) are compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) are offered a health care plan with optional family coverage.

(To add additional employees to this page, click the Add Button.)

	Employee Name	Employee Job Title
Add Delete	Julius Morrow	Commercial Driver
Add Delete	Shawn Robinson	Commercial Driver
Add Delete	Alfred Flores	Commercial Driver
Add Delete	Luis Deleza	Commercial Driver
Add Delete	Jacqueline Smith	Commercial Driver
Add Delete	Tom Cueva	Commercial Driver
Add Delete	Everette Williams	Commercial Driver
Add Delete	Darrel Taylor	Commercial Driver
Add Delete	Daniel Herrera	Commercial Driver
Add Delete	Brandle Fowler	Commercial Driver

CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS CONTRACTOR CERTIFICATION
(Please duplicate as needed)

SOLICITATION NO. ~~SDC0173~~ **SDC0174**

Pursuant to the Living Wages and Benefits provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.00 per hour.

I hereby certify under penalty of perjury that all of the below listed employees of the Contractor who are directly assigned to this contract:

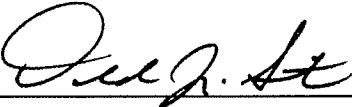
- (1) are compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) are offered a health care plan with optional family coverage.

(To add additional employees to this page, click the Add Button.)

	Employee Name	Employee Job Title
Add		
Delete		

- (3) all future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$11.00 per hour and offered a health care plan with optional family coverage.
- (4) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

A Contractor who violates this Living Wage provision shall pay each employee affected the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment.

Contractor's Name:	<u>Waste Management of Texas, Inc</u>		
Signature of Officer or Authorized Representative:		Date:	<u>4/2/12</u>
Printed Name:	<u>Donald J. Smith</u>		
Title:	<u>Area Vice President</u>		

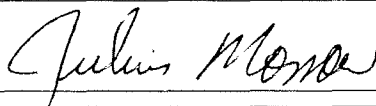
**CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION**


Contract Number:	SDC 0174
Description of Services:	24 Month Contract for RESIDENTIAL REFUSE DUMPSTER COLLECTION SERVICES
Contractor Name:	Waste Management of Texas, Inc.

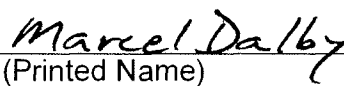
Pursuant to the Living Wages and Benefits provision of the contract (reference Section 0400, Supplemental Purchase Provisions), the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.00 per hour. In addition, employees are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify under penalty of perjury that I am directly assigned to this contract and that I am:

- (1) compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) offered a health care plan with optional family coverage.

Employee's Title:	Driver		
Signature of Employee:		Date:	4-3-12
Employee's Printed Name:	Julius Morrow		


(Witness Signature)


(Printed Name)

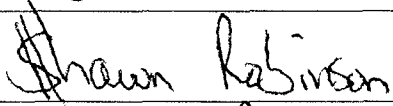
**CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION**

Contract Number:	SDC 0174
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Contractor Name:	Waste Management of Texas, Inc.

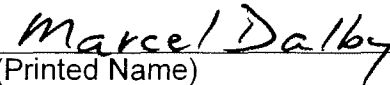
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I hereby certify under penalty of perjury that I am directly assigned to this contract and that I am:

- (1) compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) offered a health care plan with optional family coverage.

Employee's Title:	Driver		
Signature of Employee:		Date:	4-3-12
Employee's Printed Name:	Shawn Robinson		


(Witness Signature)


(Printed Name)

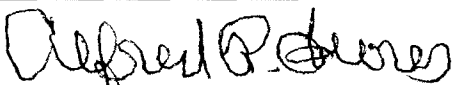
**CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION**

Contract Number:	SDC 0174
Description of Services:	24 Month Contract for RESIDENTIAL REFUSE DUMPSTER COLLECTION SERVICES
Contractor Name:	Waste Management of Texas, Inc.

Pursuant to the Living Wages and Benefits provision of the contract (reference Section 0400, Supplemental Purchase Provisions), the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.00 per hour. In addition, employees are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify under penalty of perjury that I am directly assigned to this contract and that I am:

- (1) compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) offered a health care plan with optional family coverage.

Employee's Title:	Driver		
Signature of Employee:		Date:	4-3-2012
Employee's Printed Name:	Alfred R. Flores		


(Witness Signature)


(Printed Name)

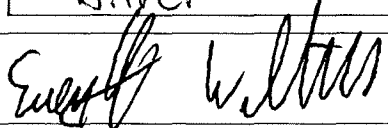
**CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION**

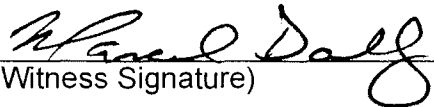
Contract Number:	<u>SDC 0174</u>
Description of Services:	<u>24 Month Contract for RESIDENTIAL REFUSE DUMPSTER COLLECTION SERVICES</u>
Contractor Name:	<u>Waste Management of Texas, Inc.</u>

Pursuant to the Living Wages and Benefits provision of the contract (reference Section 0400, Supplemental Purchase Provisions), the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.00 per hour. In addition, employees are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify under penalty of perjury that I am directly assigned to this contract and that I am:

- (1) compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) offered a health care plan with optional family coverage.

Employee's Title:	<u>Driver</u>		
Signature of Employee:	<u></u>	Date:	<u>4-3-12</u>
Employee's Printed Name:	<u>Everette Williams</u>		


(Witness Signature)

Marcel Dalby
(Printed Name)

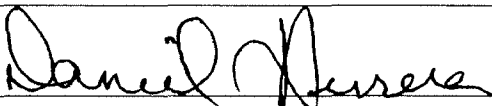
**CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION**


Contract Number:	SDC 0174
Description of Services:	24 Month Contract for RESIDENTIAL REFUSE DUMPSTER COLLECTION SERVICES
Contractor Name:	Waste Management of Texas, Inc.

Pursuant to the Living Wages and Benefits provision of the contract (reference Section 0400, Supplemental Purchase Provisions), the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.00 per hour. In addition, employees are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify under penalty of perjury that I am directly assigned to this contract and that I am:

- (1) compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) offered a health care plan with optional family coverage.

Employee's Title:	Driver		
Signature of Employee:		Date:	4-3-13
Employee's Printed Name:	Daniel Herrera		


(Witness Signature)


(Printed Name)

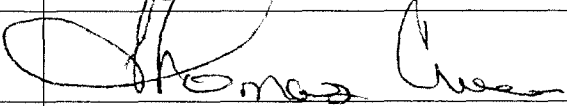
**CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION**

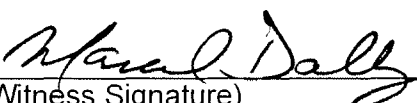
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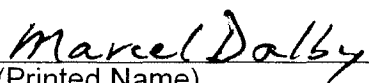
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I hereby certify under penalty of perjury that I am directly assigned to this contract and that I am:

- (1) compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) offered a health care plan with optional family coverage.

Employee's Title:	Driver		
Signature of Employee:		Date:	4-3-12
Employee's Printed Name:	Thomas Cueva		


(Witness Signature)


(Printed Name)

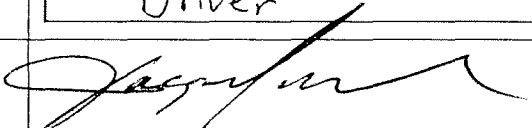
**CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION**

Contract Number:	SDC 0174
Description of Services:	24 Month Contract for RESIDENTIAL REFUSE DUMPSTER COLLECTION SERVICES
Contractor Name:	Waste Management of Texas, Inc.

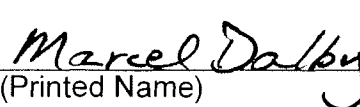
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I hereby certify under penalty of perjury that I am directly assigned to this contract and that I am:

- (1) compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) offered a health care plan with optional family coverage.

Employee's Title:	Driver		
Signature of Employee:		Date:	4/13/12
Employee's Printed Name:	JACQUELINE A. SMITH		


(Witness Signature)


(Printed Name)

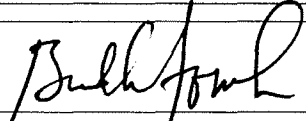
**CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION**

Contract Number:	SDC 0174
Description of Services:	24 Month Contract for RESIDENTIAL REFUSE DUMPSTER COLLECTION SERVICES
Contractor Name:	Waste Management of Texas, Inc.

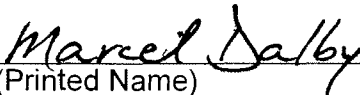
Pursuant to the Living Wages and Benefits provision of the contract (reference Section 0400, Supplemental Purchase Provisions), the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.00 per hour. In addition, employees are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify under penalty of perjury that I am directly assigned to this contract and that I am:

- (1) compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) offered a health care plan with optional family coverage.

Employee's Title:	Driver		
Signature of Employee:		Date:	4/2/12
Employee's Printed Name:	BRANDE Fowler		


(Witness Signature)


(Printed Name)

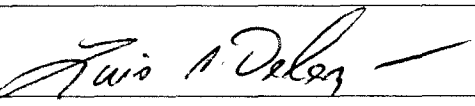
**CITY OF AUSTIN, TEXAS
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I hereby certify under penalty of perjury that I am directly assigned to this contract and that I am:

- (1) compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) offered a health care plan with optional family coverage.

Employee's Title:	Commercial Driver		
Signature of Employee:		Date:	4-2-12
Employee's Printed Name:	LUIS A. DELEZA		


(Witness Signature)


(Printed Name)

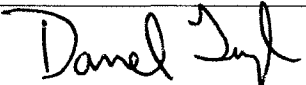
**CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION**

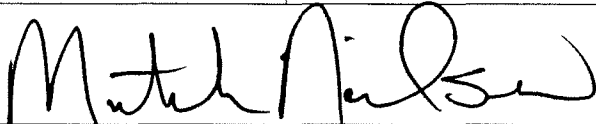
Contract Number:	SOC0174
Description of Services:	24 Month Contract for RESIDENTIAL REFUSE DUMPSTER COLLECTION SERVICES
Contractor Name:	Waste Management of Texas, Inc.

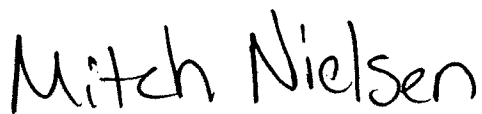
Pursuant to the Living Wages and Benefits provision of the contract (reference Section 0400, Supplemental Purchase Provisions), the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.00 per hour. In addition, employees are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify under penalty of perjury that I am directly assigned to this contract and that I am:

- (1) compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) offered a health care plan with optional family coverage.

Employee's Title:	Commercial Driver		
Signature of Employee:		Date:	4-2-12
Employee's Printed Name:	Darrel Taylor		


(Witness Signature)

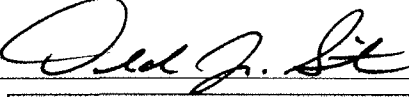

(Printed Name)

City of Austin, Texas
NONRESIDENT BIDDER PROVISIONS
SOLICITATION NO. 3D60173 SDC 0174

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "Non-resident Bidder"?

- ☒ Texas Resident Bidder - A Bidder whose principal place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
- ☐ Non-resident Bidder

Bidder's Name:	<div style="border: 1px solid black; min-height: 20px;">Waste Management of Texas, Inc.</div>		
Signature of Officer or Authorized Representative:	<div style="border: 1px solid black; min-height: 40px; display: flex; align-items: center; justify-content: center;"></div>	Date:	<div style="border: 1px solid black; min-height: 20px;">4/2/12</div>
Printed Name:	<div style="border: 1px solid black; min-height: 20px;">Donald J. Smith</div>		
Title:	<div style="border: 1px solid black; min-height: 20px;">Area Vice President</div>		

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS FORM

SOLICITATION NUMBER: SDC0174

PROJECT NAME: RESIDENTIAL REFUSE DUMPSTER COLLECTION SERVICES

The City of Austin has determined that no goals are appropriate for this project. Even though no goals have been established for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No X If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope.

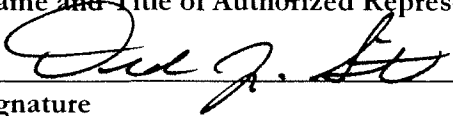
Yes _____ If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, subconsultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though no goals have been established, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

Waste Management of Texas, Inc.
Company Name

DAVID J. SMITH / AREA VICE PRESIDENT
Name and Title of Authorized Representative (Print or Type)


Signature

4/2/12
Date



INVITATION FOR BID BEST VALUE

PURCHASING OFFICE
CITY OF AUSTIN, TEXAS

RESIDENTIAL REFUSE DUMPSTER COLLECTION SERVICES

IFBBV No.: SDC0174

Addendum No. 1

Date of Addendum: March 28, 2012

1.0 Pre-bid date and time has been changed:

From: March 30, 2012 @ 10:00 A.M.

To: March 26, 2012 @ 10:00 A.M.

3.0 All other terms and conditions will remain the same

BY THE SIGNATURES affixed below, Addendum No. 1 is hereby incorporated and made a part of the above-referenced Invitation for Bid Best Value.

APPROVED BY: Steve Cocke
Steve Cocke, Buyer II
Finance and Administrative Services Department

ACKNOWLEDGED BY: Waste Management
AT TEXAS, Inc. Keith Mueller 4-5-12
Bidder Authorized Signature Date

RETURN ONE (1) COPY TO THE PURCHASING OFFICE, CITY OF AUSTIN, TEXAS PRIOR TO BID OPENING OR WITH YOUR BID. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION OF YOUR BID.



INVITATION FOR BID BEST VALUE

**PURCHASING OFFICE
CITY OF AUSTIN, TEXAS**

RESIDENTIAL REFUSE DUMPSTER COLLECTION SERVICES

IFBBV No.: SDC0174

Addendum No. 2

Date of Addendum: April 2, 2012

1.0 Replace bid sheet (section 0600) in its entirety. Revised bid sheet is attached. Any bid sheets submitted other than the attached sheet, revised 4/2/2012, will be deemed non-responsive and not be considered for evaluation.

2.0 The following clarifications are provided in response to questions from potential respondents:

Q. – Questions

A. – Answers

Q. The bid cover sheet and most of the various bid forms say this is a 24 month contract. The pricing form (page 12) says it's a one year agreement with 4 one year options. Which is correct?

A. The contract is for 2 years with three (3) 1-year options. Correction made to bid sheet.

Q. We notice on bid sheet 3.0 that the Rundberg Lane location is missing. Is that correct?

A. Rundberg Location should be included. Correction made on bid sheet.

Q. Bulky Item Service – (4.1) it states service is "bi-weekly". Does this mean every other week or twice weekly?

A. Definition of "bi-weekly" in this case means every other week.



Q. Item 4.2 (page 9) – can you define what “Area Clean up” means? What is the scope of this?

A. “Area clean up” can be defined as the area around the dumpsters only.

Q. Item 4.3 – special collection for bulky items – is this for recycling? Can you expand on what this service is for?

A. The Special Collection for bulky items is an effort to follow our Zero Waste Plan. This special collection should be for items to be recycled and/or for reuse if the vendor has reuse operation. The goal is landfill diversion for large bulky items.

Q. What is the purpose of the information requested on page 10 of the pricing sheets?

A. The purpose of this information is for The City of Austin to have an idea of cost if additional services are requested.

Q. And what is the name of the gentleman who will be managing this contract now?

A. Phil Tindall, Contract Compliance Manager for the City of Austin will be the Contract Manager for this agreement.

3.0 All other terms and conditions will remain the same

BY THE SIGNATURES affixed below, Addendum No. 2 is hereby incorporated and made a part of the above-referenced Invitation for Bid Best Value.

APPROVED BY: Steve Cocke
Steve Cocke, Buyer II
Finance and Administrative Services Department

ACKNOWLEDGED BY: Waste Management of Texas, Inc. Keith Amick 4-5-12
Bidder Authorized Signature Date

RETURN ONE (1) COPY TO THE PURCHASING OFFICE, CITY OF AUSTIN, TEXAS PRIOR TO BID OPENING OR WITH YOUR BID. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION OF YOUR BID.



Best Value Criteria

Waste Management is more than able to provide the best value in environmental services to the City of Austin, based on the criteria outlined in the solicitation.

Company Experience/History

Waste Management has been a recognized leader in the environmental services industry for over 40 years. The current Waste Management organization resulted from a 1998 merger between USA Waste of Houston, Texas and what was then Waste Management, Inc., headquartered in Oak Brook, Illinois. Waste Management of Texas, Inc. is a subsidiary of Waste Management, Inc. Yes, we are part of a large corporation with vast resources; but we have local roots. Waste Management has had operations in the Central Texas area for over forty years, and has grown both organically and through the acquisition of local waste services companies. Waste Management has a hauling service center based in Austin and we own and operate the Austin Community Landfill and the gas-to-energy plant located at the landfill. Waste Management employs approximately 75 people in the Austin area. In addition to our local presence, Waste Management owns and operates a number of other hauling service centers and landfills in the greater Central Texas area, including in Williamson County, McClennan County, Bell County, Comal County, Guadalupe County, and Bexar County. Waste Management of Texas takes great pride in serving Austin and other Central Texas communities. We were the 2009 Greater Austin Chamber of Commerce Award winner for outstanding environmental efforts. Other finalists included Freescale Semiconductor, LCRA, Spansion, and Sematech. In 2010, Waste Management was nominated as a finalist for the Take on Traffic section for Medium Businesses of the Austin Chamber of Commerce. Other finalists included AMD, Austin Energy, Industrial Asphalt's KBDJ Quarry and CAMPO.

Company Equipment and Method to Minimize Carbon Footprint

Fleet

In Austin, Waste Management uses traditional diesel powered collection vehicles to collect refuse and recycling within the designated contract area. At this time, we do not locally own any vehicles which have alternative fuel capabilities. Our current fleet of commercial trucks are:

- 2004 Mack Commercial Sideload 38 yard truck
- 2004 Mack Commercial Sideload 38 yard truck
- 2005 Mack Commercial Sideload 38 yard truck
- 2005 Mack Commercial Sideload 38 yard truck
- 2005 Mack Commercial Sideload 38 yard truck
- 2001 Mack Commercial Frontload 38 yard truck
- 2003 Mack Commercial Frontload 38 yard truck
- 2003 Mack Commercial Frontload 38 yard truck
- 2003 Mack Commercial Frontload 38 yard truck
- 2003 Mack Commercial Frontload 38 yard truck
- 2005 Mack Commercial Frontload 38 yard truck
- 2005 Mack Commercial Frontload 38 yard truck
- 2005 Mack Commercial Frontload 38 yard truck
- 2005 Mack Commercial Frontload 38 yard truck
- 2006 Mack Commercial Frontload 38 yard truck
- 2008 Autocare Commercial Frontload 38 yard truck
- 2008 Autocare Commercial Frontload 38 yard truck
- 2008 Autocare Commercial Frontload 38 yard truck



- 2009 Autocare Commercial Frontload 38 yard truck
- 2009 Autocare Commercial Frontload 38 yard truck
- 2011 Mack Commercial Frontload 38 yard body
- 1999 Marck Brush/Boom 30 yard body
- 1999 Mack Rearload 35 yard body
- 2000 Mack Rearload 35 yard body
- 2000 Mack Rearload 35 yard body
- 2000 Mack Rearload 35 yard body

At Waste Management, we watch our equipment closely and replace it whenever it fails to meet our high operational and aesthetic standards. We do not yet know when these trucks will be replaced. However, our parent company is currently implementing a range of technologies to reduce emissions from our fleet by routing trucks efficiently, using alternative fuels, optimizing truck design, and converting our vehicles to run on methane generated at our landfills. We also have the world's largest fleet of heavy-duty natural gas refuse and recycling trucks. Our natural gas fueled fleet numbers about 1,000, about half run on compressed natural gas, and the other half on liquefied natural gas. We also have over 2,200 vehicles that run on various blends of biodiesel. When the time comes to replace our trucks in the Austin area, those models with alternative fuel capabilities will be considered.

Company Involvement and Collaboration

Waste Management understands the City of Austin's need to get the Metropolitan Area on board with recycling and working toward zero waste. We also know that convincing all businesses isn't easy. However, this is one subject where our company resources can help.

Definitions of zero waste are often as varied as those who aspire to it. Zero waste may mean avoiding direct disposal in landfills, but it may also mean reducing, reusing, and recycling to the extent that no residuals – not even ash from waste-to-energy combustion -- remain.

Helping customers achieve their zero-waste goals requires the kind of expertise, insight, and practical solutions that Waste Management offers. In the case of our commercial customers, it requires the ability to look at a company's processes and work collaboratively with them to recommend changes that will eliminate waste streams and increase recoverable resources. In the case of the Metropolitan Area, it means understanding the waste stream and recyclable commodities, and helping to grow recycle participation through education and involvement with the business. We can offer creative solutions to make waste recycling, reuse, and recovery practical.

Waste Management has the resources to help with educating people on these ideas, and working with the City of Austin and the Metropolitan Area customers toward this goal. We are poised to provide solutions for our customers at every step.

Austin is a very progressive city, especially in the area of environmental protection, waste disposal and recycling. Below are some of the special services that Waste Management offers:

- **Commercial Single Stream Recycling** – We offer business the ability to recycle materials at work just like they would at home. This allows employees to recycle paper, plastic, aluminum, tin, glass, cardboard all in one container. This makes it easy to recycle and will help the City achieve the zero waste goal.
- **Construction and Demolition Recycling (C&D)** – Waste Management offers our customers an outlet to recycle all construction and demolition materials. We have a custom designed recycling center at our Williamson County Landfill that sorts and processes all types of C&D materials

including, wood, concrete, rock, and metal. This service helps to reduce what we put in area landfills and provides contractors with LEED® credits while also complying with Austin Energy's Green Building program.

Recycling Solutions for Universal Waste -- Waste Management's LampTracker® program offers safe, simple, compliant recycling solutions for universal wastes including fluorescent lamps, dry cell batteries, lighting ballasts, mercury switches and devices, and computers and electronics. The prepaid program includes recycling containers, shipping both ways via UPS; recycling of the wastes; and complete online documentation of every container ordered and recycled.

Resource Dedication and Service Level

Events, Emergencies and Special Requests

As the provider of waste removal and recycling services for the City of Austin – City Departments for the last five years, Waste Management has partnered with the City's solid waste management department to provide services for many special events, emergency situations and special requests.

Special Event: South by Southwest

Each year during Austin's South by Southwest (SXSW) festival, Waste Management provides additional services in the Metropolitan Area and surrounding areas during as well as after the festival. During the festival week, the volume of the trash in the district's alleys was so heavy that we used a rearload crew to clear the alley prior to running our sideload truck to dump the containers early in the morning. We kept the rearload crew working in the Metropolitan Area throughout the day in order to keep the alley and streets clean and accessible. We then ran the sideload truck back through the alleys each afternoon to ensure the containers had capacity to accommodate the high level of patronage the businesses would receive each evening. We regularly received compliments from City of Austin staff as well as business owners in the district, commenting on how we kept the alleys clean and orderly throughout the event. In the sidebar are comments that were sent to Ron Romero with Austin Solids Waste Services from Bill Bryce, the Downtown Austin Alliance Security and Maintenance Program Director following SXSW 2010.

Emergency Request: "Tunnel House"

On June 8th, 2010 at 6:50 p.m, we received a request for an emergency delivery of a rolloff box as early as possible the following morning. The container was requested for a house underneath which the homeowner dug tunnels, creating a safety hazard in the area. We delivered the container before 5:00 a.m. and made two collections within a short timeframe to assist the city with cleanup. We worked closely

I wanted to provide you with our feedback on how refuse management went during SXSW last week. Overall, we feel that refuse management in the downtown alleys, and litter control on the streets and sidewalks, went extremely well and probably better than it had in any prior year.

In the alleys, the additional dumpsters and ongoing/all-day service by Waste Management kept the alleys looking as clean (nearly spotless) as they are on any other day of the year. We know this took extraordinary effort on WM's part, but they did a great job.

As for sidewalk litter cans and street/sidewalk litter control - this too went better than it has in the past, but it's extremely challenging.

With tens of thousands of people in the entertainment districts by noon every day the amount of litter is overwhelming. It seemed that the permanent and supplemental cans were better maintained than in past, and, while there is still tons of litter, I'm not sure how it can be better managed.

Events such as this reinforce in our minds the value of the Downtown Refuse Contract District. We recognize that without this system, there is simply no way refuse could be managed effectively day-in and day-out in our highest use dining and entertainment districts.

I would be remiss if I did not acknowledge your involvement, as well as that of other SWS staff in coordinating the refuse management during SXSW.

We recognize the team effort on your end that makes the great service we receive every day - not just during SXSW - possible.

Bill Bryce
Security and Maintenance Program
Director, Downtown Austin Alliance



with the city to remove this container as soon as they were done loading it because the desired container placement blocked access through the road.

Austin Bat Festival

The Austin Solid Waste Service department requested us to provide a special service for the Austin Bat Festival on June 5th, requiring the delivery of two 8 yard containers for waste and one 8 yard container for recyclables. We delivered these containers late on Saturday afternoon and removed them early on Sunday morning as requested.

Blues on the Green Summer Concerts

Waste Management provided special services throughout the summer for the City of Austin Solid Waste Services Department for the Blues on the Green events. These six events took place on Wednesday evenings at Zilker Park. The Solid Waste Services Department requested that we drop off two frontload containers every other Wednesday evening and pick them up the following Thursday mornings. One container was dedicated to waste and the other for recyclables.



Comprehensive Plan for Waste Removal

Waste Management is pleased to offer the following solid waste collection services to the City of Austin in accordance with the requirements of the RFP.

Communication

The most important key to the success of any project or logistical plan is communication. Therefore, we want the City of Austin and the Metropolitan Area customers to view Waste Management as an extension of their own operations. Waste removal should not be difficult. The City of Austin has more important things to spend their time dealing with and worrying about than trash pick up.

Waste Management's goal is to make the waste removal from all Metropolitan Area customers' locations simple, out of sight, and out of mind. Waste Management will assign specific personnel the responsibility to manage every aspect of your account.

Meetings

In order to further facilitate a seamless partnership, it is our suggestion to continue to conduct a monthly meeting with the appropriate personnel of the City of Austin. This combined effort will allow both parties to constantly and consistently keep up with any concerns, special needs, and/or service changes focused towards right-sizing our services with the City's trash and recycling needs.

Protocol for all Garbage Service Requests

Initial contact for all requests such as special event planning, temporary rolloff containers, extra pick up requests, container swap outs, etc., should go through our dedicated sales manager, Bill Haberstro. Bill is dedicated to ensuring that the City of Austin receives the services requested and desired in a timely manner.

For on call roll-off containers, we do request a minimum of 24-hours notice in order to get your pickup scheduled. All hauling requests for roll-off containers will be keyed in the day that they are made, and hauls will occur next day.

However, Waste Management understands that occasionally situations arise that are unforeseen and that require special attention. All special or emergency requests should be made through Mitch Nielsen (primary), Commercial Route Manager, or Marcel Dalby (secondary), District Manager. All emergency situations will be handled on a case-by-case basis. It is our goal to quickly respond to any special request made by the City of Austin.

All other appropriate account changes made by authorized City of Austin personnel will be keyed into our computer system within 24 hours unless otherwise requested.

Bill Haberstro – Public Sector Representative
512-272-6215
WHaberst@wm.com

Mitch Nielsen – Commercial Route Manager
512-844-8134
mnielsen@wm.com

In a survey of Central Business District customers administered in December, 2010, three respondents rated our waste service and professionalism of our driver as "outstanding." One customer stated that the "drivers are wonderful, reliable and very cooperative." Two customers indicated that they would "definitely" recommend us to a friend, relative or colleague.



Marcel Dalby – District Manager
512-529-4103
mdalby@wm.com

Blocked Containers

If Waste Management's equipment is inaccessible so that the regularly scheduled pick up cannot be made, Waste Management will promptly notify the appropriate City of Austin contact and afford the City of Austin a reasonable amount of time to provide us the required access.

Waste Management Features and Benefits

- Waste Management is familiar with what it takes to provide quality service to all the City's locations.
- Radio and Onboard Computer-dispatched Trucks – Quick response to immediate service needs.
- Full-Time Maintenance Shop – Consistent preventative maintenance program on fleet to ensure uninterrupted service.
- Professional Managers/Sales and Staff/Customer Service Center – Prompt attention and response to inquiries and needs when phoned into our office.
- Driver Safety Program – Ensures drivers are trained to safely operate on customers' premises and on public roads to minimize risk.
- Variety of Container Sizes – Customer needs are specifically met to the level at which trash and/or recycling generation is produced.
- Recycling Services – Consultation on recycling options for locations concerned with environmental preservation and cost.
- General Liability Insurance Coverage – Assures customer proper insurance coverage in the unlikely event of an accident.

All Waste Management Services and Equipment Offered:

- Industrial/Construction Roll-Off Services – 20, 30, 40 cubic yard containers
- Front Load Commercial Dumpster & Recycling Services – 3, 4, 6, 8, and 10 cubic yard containers
- Side Load Commercial Dumpster Services – 3 and 4 cubic yard containers
- Bulky Item Pick Up Services (i.e., couches, tables, chairs, etc.)
- Special Event Waste Removal Services
- Container Swap Services
- Extra/Additional Pick Up Services

Key Personnel

Waste Management proposes a few of the following key persons to serve as key personnel in the performance of this contract.



Marcel Dalby is the District Manager for Waste Management of Texas' Austin operation and oversees all services associated with the Austin hauling district, which employs 57 people. Marcel has served at the District Manager for the last 2 years. Prior to this, Marcel worked for 2 years as an Operations Excellence Analyst at Waste Management's corporate office, and 3 years as an Area Operations Improvement Manager. In these roles, Marcel developed and managed service policy and standards and focused on driving continuous improvement for the Austin, San Antonio, Temple and Pharr Districts. Although Marcel has only served as the District Manager for the last 2 years, in that short time his leadership has produced improved safety scores, improved employee morale (Annual Employee Gallup Surveys) and most importantly improved customer satisfaction scores (JD Power customer surveys). Marcel is an active member of the Keep Austin Beautiful Board of Directors, and of the Texas State University – Students in Free Enterprise (SIFE) Advisory Board.



Mitch Nielsen is the Commercial Route Manager in charge of operations for the City of Austin. Mitch has been a manager with Waste Management since October of 2007, and has worked in the transportation and logistics industry for over 20 years, including 15 years with United Parcel Service (UPS). He is directly involved with the daily operations and planning associated with servicing the City of Austin. Mitch has worked directly with The City of Austin Solid Waste department on special event planning in his work with the district. He also performs monthly audits with the Solid Waste Department, which help identify if there are any issues that need attention. He has made himself or associates available if there are any concerns or issues that need immediate attention.



**Waste Management of Texas, Inc.'s ("WMT") Exceptions to the
City of Austin's ("City") Invitation for Bid ("IFB") Best Value
Residential Refuse Dumpster Collection Services
Solicitation No. SDC0174; Requisition No. 1500 12031400248**

WMT submits these exceptions in response to the City's above-referenced Invitation for Bid. WMT hereby qualifies its proposal, and requests appropriate revisions to the final Contract, in accordance with the following exceptions:

1. WMT requests that the final Contract contain the following standard language and definitions for waste collection contracts: "Waste Materials" means all non-hazardous solid waste and Recyclable Materials generated at Customer's Service Address. Recyclable Materials shall include any type of material that can be recycled or recovered whether separated or not separated from other Waste Materials prior to collection. Waste Materials specifically excludes the collection of any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, biohazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, or Special Waste not approved in writing by Contractor (collectively, "Excluded Materials"). Title to and liability for Excluded Materials shall remain with the generator at all times. Title to Waste Materials provided by Customer or generator to Contractor is transferred to Contractor upon Contractor's receipt or collection unless otherwise provided in the Contract or applicable law.
2. WMT asks that the final contract include a force majeure clause that allows the performance of this Agreement to be suspended and the obligations of both parties be excused in the event of and during the period that such performance is prevented or delayed by a Force Majeure occurrence.
3. WMT requests that the final Contract contain language providing that WMT is entitled to an increase in base rates to offset changes in conditions that WMT does not control, but which increase WMT's costs, such as changes in applicable ordinances, laws, or regulations under which WMT is required to operate, or changes in federal, state or local laws, rules or regulations that increase WMT's costs. WMT agrees to give the City thirty (30) days' written notice of such increase, and to provide documentation substantiating such increase.
4. WMT takes exception to Section 12.A. on page 7 of the Supplemental Purchase Provisions related to Interlocal Purchasing Agreements and offering the same prices and terms to other eligible governmental agencies that have Interlocal Agreements with the City. WMT cannot agree to offer other governmental agencies the same pricing and terms without reviewing the service needs and locations of the facilities included in any other agency's scope of work due to the wide variability in costs associated with collection and disposal contracts (i.e., container size variability, frequency of pick-ups, location of containers, transportation/mileage costs).
5. WMT takes exception to the language in Section 19.A., entitled "Warranty-Price," on page 5 of the City's Standard Purchase Terms and Conditions, Section 0300, which requires WMT to warrant that the prices quoted in the Offer are no higher than current prices on orders by others for like deliverables under similar terms of purchase. Because of the wide variability in costs associated with collection and disposal contracts (i.e., container size variability, frequency of pick-ups, location of containers, transportation/mileage costs), WMT is unable to provide such a warranty.
6. WMT requests that any other language in the City's purchasing specification or other bid documents that conflict with the issues described above also be modified in any final Contract consistent with these exceptions.

WMT's proposal is conditioned on the exceptions set forth above. WMT agrees to work in good faith with the City to negotiate mutually agreeable Contract terms.

Austin Area Community Engagement

Waste Management of Texas takes great pride in serving our community. Here are just some of the activities in which we have participated in the Austin area.

Manor Education Foundation – Bluebonnet Trail Elementary School

- Over the past six years, Waste Management has contributed more than \$65,000 to fund a science lab with furniture, equipment, materials and supplies, and math software to support learning at all grade levels for the Bluebonnet Trail Elementary School.
- Fifth grade students at Bluebonnet Trail Elementary take field trips to the landfill where they learn about recycling, reduction of waste, and responsible management of waste.
- When a tornado damaged portable classrooms at Bluebonnet Trail Elementary school, Waste Management provided the school with a dumpster within two hours to help ensure classes would not be interrupted on Monday.
- A Waste Management representative serves on the Bluebonnet Trail Elementary Campus Advisory Team, has served on the Manor Education Foundation Board, and sponsors a teacher appreciation luncheon.

Youth Interactive – \$275,000 Regional Grant

- Waste Management recognizes the importance of not only our employees' health, but also the health of area students and youth. In September 2008, Waste Management announced a \$275,000 gift to Youth InterACTIVE to inspire youth and their families to live and value an active life in order to promote improved health through activity. Schools in East Austin and Williamson County were the recipients of the \$275,000 gift.

Neighborhood Outreach/Engagement

- The Austin Community Landfill began sending out quarterly newsletters to all residents living in the 78754 ZIP code in 2002. The newsletters cover operations at the landfill, community projects, and Wildlife Habitat area.
- Since 2002, Waste Management has held quarterly Open Houses for neighbors and interested community members. The Open Houses are announced in the newsletters.
- Waste Management developed a community brochure to answer questions and provide information about the landfill. These were provided to Pioneer Crossing and Colonial Place residents.
- Waste Management provides free dumpsters and disposal to neighborhood and non-profit clean-ups each year, including the Walnut Creek Neighborhood Clean-up as part of the Keep Austin Beautiful Clean Sweep.
- Waste Management also participates in annual National Night Out. We meet with neighbors and provide refreshments.
- Waste Management hosts annual Earth Day/ Spring Celebration for neighbors in the area of our landfill. This includes a BBQ, landfill tours, arts and crafts games and more.
- Toward the end of 2010, Waste Management donated the historic Jarmon House, located on the west side of our landfill property, to the Pioneer Farms' 100-acre living history park. At Pioneer Farms, the house will be located on the northeast edge of the Sprinkle Corner town square, serving as an integral part of the museum's entrance village.
- Waste Management has provided teacher training regarding the use of Audubon Society science curriculum at the fourth grade level was provided for several elementary schools across the district.

- Waste Management assists with the Make A Wish Dance each year. Underwritten by Waste Management, all proceeds from this social event go to the Make-A-Wish Foundation.

Wildlife Habitat Protection

- The Austin Community Landfill created a 30-acre Wildlife Habitat Park that is certified by the Wildlife Habitat Council. The park was designed by a group of neighbors, community leaders and Waste Management employees.
- Local YMCA campers, school groups and scout groups designed and built a butterfly garden and placed bluebird boxes on the Austin Community Landfill as part of its wildlife management plan.
- In addition to maintaining the wildlife habitat park, Waste Management along with neighbors conduct regular clean ups along the trail and have bird count events annually. An Eagle Scout recently added a new Welcome entrance and kiosk along with benches.
- Waste Management works with the Native Bee Society to provide for a pollinator garden.
- In November 2010, Waste Management's Mesquite Creek Landfill, located in New Braunfels, Texas, also received certification from the Wildlife Habitat Council of the wildlife habitat development that we created within the 275 acres designated for wildlife habitat development.
- The Mesquite Creek Wildlife Habitat Area's recognition was one of 30 new *Wildlife at Work*SM certifications, three new *Corporate Lands for Learning*SM (CLL) certifications, 22 *Wildlife at Work* recertifications, and seven CLL recertifications that the non-profit Wildlife Habitat Council awarded to Waste Management programs in 2010. With these certifications, Waste Management surpassed its goal to have 100 certified programs and 25,000 protected acres—ten years ahead of our sustainability plan.

Education

- Waste Management of Texas statewide donated \$50,000 to Audubon Texas to fund an Environmental Education program for 4th graders to assist in the 5th grade science TAKS test. The new curriculum includes onsite activities at Waste Management landfills and Wildlife Habitat Parks and in Audubon nature preserves.
- Waste Management provides tours for Girl Scouts, Boy Scouts, and school groups throughout the year of our Austin landfill and our gas-to-energy plant to help them learn about renewable energy and environmental compliance.
- Waste Management sponsored Scout Day at the landfill with Keep Austin Beautiful to provide the activities to earn the KAB Patch Pal patch.
- Waste Management has provided funding for the Austin Library Foundation.
- Waste Management provided a grant in 2008 for Overton Elementary for a TAKS writing summer seminar.
- Waste Management regularly participates in Career Day events throughout the district. Math and Science are a key focus of these presentations.

Environmental

- Since 2004, Waste Management has partnered with Texas Department of Transportation's "Don't Mess with Texas" Campaign to prevent accidental litter by reminding drivers to "Cover Your Load" when bringing debris to the landfill in a truck or trailer. Waste Management provides "Cover Your Load" tips and "Don't Mess with Texas" materials to drivers during the campaign. In 2006, Waste Management expanded this campaign statewide.
- Waste Management's Austin District Manager, Marcel Dalby, serves on the Board of Keep Austin Beautiful. Waste Management is a major sponsor of the Keep Austin Beautiful Clean Sweep and its Lake Travis Underwater Dive Cleanup and Scout patch program.



- Waste Management provided a grant to Keep Austin Beautiful to develop Patch Pals, a program where scouts and other groups can earn a patch for learning about recycling, litter, beautification and reducing litter. Waste Management provided a second grant for a reprint of the materials.
- In 2010, Waste Management donated a \$10,000 Think Green grant to Keep Austin Beautiful. This grant will allow KAB to continue its Patch Pal program, which is offered to after-school programs, Scout troops and community youth organizations, and will help them start a "Lil Patch Pal" program geared toward younger students.
- In 2008, Waste Management's Austin Community Landfill opened a gas-to-energy plant whose "green" power is delivered to Dell corporate headquarters in Round Rock. The electricity generated from the landfill gas will power more than 40% of Dell headquarters' energy needs. The landfill will produce gas for the power plant for the next several decades, and continue even after the landfill no longer accepts waste. Please see the press release provided at the end of this section for the full story.
Earlier this year, Waste Management of Texas held the grand opening for its waste based renewable energy facility at our Mesquite Creek Landfill located in the nearby New Braunfels area. This landfill gas-to-energy plant will produce enough "green" energy to power almost 3,000 homes. This facility is the 13th such facility that Waste Management has opened in Texas. Please see the press release provided at the end of this section for the more information.



For Further Information:
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WASTE MANAGEMENT OFFICIALLY OPENS LANDFILL GAS-TO-ENERGY FACILITY AT AUSTIN COMMUNITY LANDFILL

"Green" Electricity to Power Dell, Inc. Corporate Headquarters

AUSTIN, Texas – April 2, 2008 – Waste Management, Inc. (NYSE: WMI) today officially opened its latest waste-based renewable energy facility at the company's Austin Community Landfill, whose "green" power will be delivered to Dell corporate headquarters in Round Rock. The electricity from the landfill gas will power more than 40 percent of Dell headquarters' energy needs.

The landfill gas-to-energy (LFGTE) facility at the Austin Community Landfill will produce 6 megawatts of green electricity, which will produce enough energy to power more than 6,000 homes. The plant is the ninth such facility in Texas for Waste Management. In Texas, the company's landfill gas-to-energy (LFGTE) plants generate more than 55 megawatts of green electricity, enough to power more than 50,000 homes.

The Austin Community Landfill LFGTE plant is part of Waste Management's national initiative to build 60 new renewable energy facilities over the next five years, and is part of the company's environmental sustainability initiative to increase its waste-based energy production. Today, Waste Management creates enough energy for the equivalent of 1 million homes each year. By 2020, it expects to double that output, producing enough energy for the equivalent of more than 2 million homes.

"Taking landfill gas and converting it to green power is a buried treasure for the community," says Don Smith, general manager for Waste Management Central Texas. "We take a once-wasted commodity and turn it into a long-term, reliable source of renewable energy, which is a major environmental plus for the Austin community and one of its major employers, Dell."

"Dell underscored its commitment to being the greenest technology company on the planet today by running our global headquarters campus on 100 green power. Partnering with leading companies like Waste Management and TXU in efforts like this will make a difference in protecting the Earth we all share," said Dane Parker, director of environmental health and safety for Dell.

The power plant, located in the center of the landfill property, is equipped with four large engine/generators. Each of the Caterpillar units generates 1,148 horsepower. Each weighs approximately 26,500 pounds and stands 7 feet in height, 7.5 feet in width, and 16 feet in length.

THINK GREEN®



The plant captures the landfill gas, primarily methane, through a network of pipes and wells drilled into the landfill. A vacuum system draws the gas from the landfill and conveys it to the power plant where it fuels the engines driving the generators to produce electricity. The landfill gas recovery system includes more than 100 vertical gas extraction wells and 2,100 feet of horizontal wells. Previously, the landfill gas was safely destroyed at a central flare.

The landfill will produce gas for the power plant for the next several decades and continue even after the landfill no longer accepts waste.

A pioneer in LFGTE projects, Waste Management designed and operated its first facility in the United States over 20 years ago. With 277 landfills, Waste Management is the country's largest landfill operator and is in a unique position to expand waste-based renewable power generation across the country. The company is also exploring partnerships to expand its landfill gas-to-energy technology to other private and municipal landfills.

The Austin Community Landfill also provides free electronics recycling, uses recycled concrete to build landfill roads, and recycles 300 tons of tires each year. All landfill equipment purchased since 2002 meets Federal air standards for non-attainment areas. Waste Management has also worked with neighbors to design and build a 30-acre Wildlife Habitat Park, which is the only Waste Management park in Texas certified by the Wildlife Habitat Council.

About Waste Management

Waste Management, based in Houston, Texas, is the leading provider of comprehensive waste management services in North America. Our subsidiaries provide collection, transfer, recycling and resource recovery, and disposal services. We are also a leading developer, operator and owner of waste-to-energy and landfill gas-to-energy facilities in the United States. Our customers include residential, commercial, industrial, and municipal customers throughout North America. More information about how Waste Management Thinks Green® can be found at www.wm.com

About Dell

Dell Inc. (NASDAQ: DELL) listens to customers and delivers innovative technology and services they trust and value. Uniquely enabled by its direct business model, Dell is a leading global systems and services company and No. 34 on the Fortune 500. For more information, visit www.dell.com, or to communicate directly with Dell via a variety of online channels, go to www.dell.com/conversations. To get Dell news direct, visit www.dell.com/RSS.



**WASTE MANAGEMENT ANNOUNCES OPENING
OF LANDFILL GAS-TO-ENERGY FACILITY AT MESQUITE CREEK LANDFILL**

"Green" Electricity to Power 3,000 Homes

NEW BRAUNFELS, Texas – January 6, 2011 – Waste Management of Texas today announced the opening of a waste-based renewable energy facility at the company's Mesquite Creek Landfill in Comal County, which will produce enough "green" energy to power almost 3,000 homes.

The landfill gas-to-energy facility at the Mesquite Creek Landfill is the 13th such facility in Texas and the first renewable energy plant to come online for the company in 2011. In Texas, Waste Management's landfill gas-to-energy plants generate more than 60 megawatts of green electricity, enough to power more than 50,000 homes.

"Taking landfill gas and converting it to green power is a buried treasure for the community," says Don Smith, Waste Management Area Vice President. "On average, Texas generates 6.5 pounds of municipal waste per person every day. Thanks to technology, what was once just considered a costly waste stream is now a long-term, reliable source of renewable energy."

When waste is disposed of in the Mesquite Creek Landfill, it naturally creates landfill gas, a renewable energy source. The plant captures the landfill gas, primarily methane, through a network of pipes and wells drilled into the landfill. Previously, the landfill gas was safely destroyed at a central flare. Now, a vacuum system draws the gas from the landfill and conveys it to the power plant where it is condensed and its impurities removed. The gas then fuels the engines driving the engines to produce electricity. The landfill gas recovery system includes more than 2.5 miles of pipe and 66 vertical gas extraction wells.

The power plant is equipped with two large Caterpillar engines. Each weighs approximately 26,500 pounds and stands 7 feet in height, 7.5 feet in width, and 16 feet in length.

The power is purchased by the New Braunfels Utilities, (NBU), a municipal owned utility, and delivered to its renewable energy customers. The landfill will produce gas for the power plant for the next several decades, even after the landfill no longer accepts waste.



Waste Management pioneered landfill gas-to-energy technology in North America. The company now operates more than 100 landfill gas-to-energy plants, which produce almost 500 megawatts of power, enough to meet the energy needs of about 400,000 homes. With more than 20 years of experience, Waste Management has become the nation's leading gas-to-energy plant operator and is positioned to expand its waste-based renewable power generation across the country.

Smith said gas-to-energy plants are part of Waste Management's four-pronged environmental initiative that includes investments in waste-based energy, recycling, fuel efficiency, and protected habitats.

At the Mesquite Creek Landfill, Waste Management also recently received certification from the Wildlife Habitat Council for its 275-acre wildlife habitat park.

About Waste Management

Waste Management, based in Houston, Texas, is the leading provider of comprehensive waste management services in North America. Through its subsidiaries, the company provides collection, transfer, recycling and resource recovery, and disposal services. It is the largest recycler in North America and a leading developer, operator and owner of waste-to-energy and landfill gas-to-energy facilities in the United States. The company's customers include residential, commercial, industrial, and municipal customers throughout North America. To learn more about Waste Management, visit www.wm.com or www.thinkgreen.com.

Equipment

At Waste Management, our drivers continuously survey compactors, bins, containers, and other equipment and immediately call in repair or replacement orders when they identify damaged or defaced equipment.

When a maintenance issue is reported for one of our owned compactors, we dispatch a maintenance technician to analyze the performance of the unit and repair it on site as quickly as possible. Depending on the market, the maintenance is performed by a Waste Management technician or a qualified contractor. All maintenance services, from preventive service to adjustments to major overhauls, can be coordinated through Waste Management for any piece of compaction and baling equipment.



Fleet

With almost 32,000 vehicles in North America, Waste Management has taken significant steps to ensure that our fleet meets or exceeds environmental and safety requirements. Waste Management's Austin fleet of vehicles and our customers benefit from the following:

- All new residential and commercial trucks are equipped with back-up cameras for improved visibility and safety.
- The hydraulic systems and components on Waste Management trucks have been redesigned and refined to reduce the potential for leaks and spills.
- Waste Management is working to develop standardized, low-speed hydraulic systems for fuel and noise reductions.
- Waste Management is among the leaders in the industry with respect to the investigation of hybrid truck and alternative fuel technologies. We are working with state and federal agencies in the development and testing of emission-efficient vehicles and components.
- Waste Management has worked with fluid and oil suppliers to determine the longest lasting fluids and lubricants. We have tested and incorporated the use of synthetic fluids and have developed processes and maintenance practices for extending fluid drain intervals to reduce lubricant purchases and disposal volume.
- Spill kits are required on all trucks to facilitate site clean-up.
- The best available engine air cleaner technology is utilized in vehicles and equipment, ensuring that engines run cleaner and longer.
- On-board fire suppression systems are utilized on the majority of landfill equipment to significantly reduce the potential for major fire damage or fire impacts.
- Waste Management is participating in voluntary diesel retrofit programs in Texas, as well as Washington, Massachusetts, New Hampshire, Maine, and Rhode Island. Other projects are under development in New York and Pennsylvania. All are aimed at determining the best available emission control technology.

Preventive Maintenance Program



Waste Management is committed to equipment and fleet maintenance excellence. Our preventive maintenance (PM) program establishes a standard to minimize vehicle failures by monitoring the current condition of the equipment and correcting defects before they develop into safety concerns or costly repairs. The program establishes a systematic procedure to inspect, lubricate, and maintain all vehicles owned and/or operated by Waste Management. These procedures reduce breakdowns and accidents within our fleet, and provide us with trouble-free, safe and efficient operations. Our company goal and objective is to provide the City of Austin with the safest, cleanest and most reliable equipment in operation. The following is a summary of our PM program.

Scope

This PM program applies to all of Waste Management's collection vehicles. As changes occur, Technical Service Bulletins may be issued to amend this process. Our inspection program encompasses the mandatory Department of Transportation (DOT) inspection criteria set forth in section 396 of the Federal Motor Carrier Safety Regulations (FMCSR). This serves as the inspection process for Waste Management's equipment. Any vehicle found that does not meet these minimum standards will not be operated until those defects that violated these standards have been properly corrected. We perform quality control audits and self-inspections for compliance of our maintenance programs. This enables us to identify areas of improvement and correct deficiencies.

Preventive Maintenance Intervals

The Preventive Maintenance Program for collection operations is based on vehicle utilization by hours and/or days. Prescribed service intervals must meet the minimum requirements set by Waste Management. If severe operating conditions exist, the Market Area Fleet Manager may request, in writing, to the appropriate Fleet Director an increase in the frequency of preventive maintenance service intervals for a specific site. The Vice President of Fleet Services and Logistics is the only approving authority for any changes extending preventative maintenance inspection (PMI) intervals. Any changes to the frequency of PMI service intervals must be documented and included in the vehicle or equipment's maintenance file. For specialty collection equipment, it is very difficult to establish company-wide PMI frequency schedules. If you have specialty or an odd piece of equipment that requires periodic inspections, follow the manufactures recommended PMI and service schedules accordingly.

The PM program will adhere to the following cycle. Each vehicle will receive three (3) PM 150s consecutively, and then receive a PM 600. The annual basic cycle will appear as below:

- (PM 150) - (PM 150) - (PM 150) - (PM 600) - (PM 150) - (PM 150) - (PM150) - (PM 600 & 1200)
- (PM 150) - (PM 150) - (PM 150) - (PM 600) - (PM 150) - (PM 150) - (PM150) - (PM 600 & 1200 & 2400)

The acceptable variance for PMI compliance is 015 hours or 5 days (whichever occurs first) for collection [rm1]PM 150, and 5% (hours) or 10 days for all other inspection intervals. For example, a PM 600 has a variance of 30 Hours or 10 days. The federal annual inspection must never expire. If allowed to expire, the vehicle will not be used until the inspection and appropriate documentation is complete.

Fluid Sampling and Filter Change Intervals

All heavy vehicles with diesel engines receive an oil change, along with new filters and sampling every 600 hours. All other components (transmissions, hydraulics, and axles) are sampled every 1200 hours.



Fluid samples are taken according to the preventive maintenance sampling schedule in the appropriate TSBs. Records of analysis will be retained in the unit's history file or by electronic means in the Castrol web-based information system (LABCHECK at www.castrolusa.com). Samples must be sent to Waste Management's approved sampling services supplier on a timely basis (the next business day).

Mandated Annual Inspection

The 150 and 600-hour PMI sheets include inspection elements required to meet state, provincial or federal annual inspection in accordance with section 396 to subpart B of 49 CFR. The items on the 150 and 600-hour sheets that are gray shaded must meet minimum inspection criteria as outlined in appendix G of subpart B, 49 CFR, before the inspection can be certified as a federal annual inspection. Each commercial motor vehicle subject to DOT shall have this inspection performed annually and documentation of the last inspection shall be with the vehicle. Some states require documentation of this mandated inspection at increased intervals (six months). Therefore, it is extremely important that the Fleet Manager is familiar, and complies, with State/Provincial regulations

Inspector Training, Certification, and Qualification

Each technician performing inspections is trained and qualified to properly complete a Waste Management preventive maintenance inspection in accordance with the inspection methods contained within this manual. Each technician performing mandated federal annual inspections shall meet the qualifications as stated in Para. 19, section 396, subpart B, 49 CFR. Evidence and documentation of the qualifications of an inspector shall be retained for the period during which that individual is performing inspections and one year thereafter.

Waste Management has over 400 vehicles in the Central and South Texas area with which to draw from in case of a catastrophic event. Local repairs are performed in house by a skilled Waste Management technician. In case of breakdowns, the driver will call into the shop for a road call repair. If the truck is not repairable, it will be towed to the shop and a spare will be given to the driver. Thirty minutes would be typical down time for either of these situations.

Quality Control

At Waste Management, we have made a company-wide commitment to quality in every facet of our operations. We understand the trust placed in us by the communities we serve, and everything we do to become a better, stronger company is aimed at ensuring we provide cities like yours with the highest quality environmental services possible.

In every collection operation, we employ rigorous standards for managing and measuring each detail of customer service. We've asked customers how we can improve, and we've made changes and standardized procedures according to their feedback. Focusing on improvement in every step of the process has taken our quality of service to new heights.



Programs

Waste Management's on-going programs and measurement systems contribute to the high-quality service for which we are known. Our quality programs include:

- **Service Machine®.** This program is designed to ensure that every Waste Management hauling company provides high levels of service. Service Machine® requires each hauling company to meet specific standards of operational proficiency. The district is accountable to report each week on how well they have performed in the key service performance metrics on a web-enabled Scorecard program. Results are communicated from the senior leadership team throughout the organization on Weekly Activity reports.
- **Mission to Zero (M2Z).** The goal of this safety program is to make Waste Management the safest company in our industry. This is equally important to both Waste Management and our customers. M2Z means zero tolerance for unsafe actions, decisions, conditions, equipment, and attitudes. At the core of our commitment to improving safety is an extensive three-phase certification program that engages all Waste Management operating managers and employees in the quest for safe and responsible operational excellence.

Employees

Waste Management looks to hire only employees who perform at the high quality levels we require. The recruitment process includes internal and external screenings, comprehensive interviews, reference and background checks, education and employment verification, and drug testing. We thoroughly interview candidates and make every effort to ensure we hire only those qualified to provide high service levels.

Training

Once we have hired the highest-quality personnel, we provide training to ensure they perform at their peak. Dozens of training programs are available through the Waste Management Learning Center (WMLC). Programs vary depending on the role of the employee and whether the employee works in the field or from an office. Topics are organized into eight areas:

- | | |
|-------------------------|--------------------------|
| ➤ Customer Care | ➤ Health and Safety |
| ➤ Ethics and Compliance | ➤ Information Technology |
| ➤ Finance | ➤ Legal |
| ➤ Human Resources | ➤ Operations |

Safety



Dedication to safety is at the top Waste Management's list of core values. Our comprehensive safety program ensures that our employees and the communities we service remain protected at all times. We focus on safety throughout our operations. Starting with our employee screening process, we ensure that our staff receives the information necessary to remain safe in all aspects of their jobs.

The safety programs and equipment Waste Management provides our employees and furnishes on the route trucks enhance the safety of the citizens in the City of Austin. Those programs include:

- Extensive new employee background investigation checks
- Three-day orientation training for all new hires
- 90-day on the job training and evaluation program
- A District Driver Trainer at each transportation location
- Random alcohol and drug testing
- Monthly driver safety meetings
- Monthly on the job observations conducted by the Operations Supervisor
- Hazardous waste Identification
- Environmental storm water and spill response training

Waste Management facilities must meet or exceed industry and government safety standards. We have implemented a comprehensive program to meet the requirements of Employee Right-To-Know, Community Right-to-Know, and emergency response regulations of U.S. Department of Transportation (DOT), OSHA, and the U.S. Environmental Protection Agency (EPA).

No other waste company in the nation has an OSHA TRIR rating better than Waste Management. OSHA has recognized Waste Management for our progress and ongoing effort to eliminate unsafe work behaviors.

Employee Screening

We begin by ensuring that we hire the highest quality drivers — we do not hire applicants with poor driving records, and we review motor vehicle reports for employees every six months. For the life of each driver's employment with Waste Management and for three years after, we maintain a Driver Qualification File (DQF). Candidates for employment at Waste Management landfills, hauling operations, and recycling facilities must successfully complete a comprehensive background check and drug test before being hired. Employees who will perform safety sensitive functions or driving waste collection vehicles must complete medical exams.

Employee Training

After we have approved new employees for hire, we properly trained them to operate safely. Waste Management's two-phase safety training program includes classroom and on-the-job training, route observation, safety data gathering, and driver training. Phase one provides classroom training that shows workers how to safely perform day-to-day tasks while working the route. These courses standardize the company's safety practices and illustrate exemplary everyday operations — such as how to safely



operate trucks, compactors, and other equipment and how to pick up garbage safely. We hold training courses at Waste Management locations across the country.

Phase two of our training program offers classroom as well as on-the-job training for drivers and helpers. They learn how to safely operate their vehicles, mount and dismount equipment, and move and lift containers. They also learn how to work in hot and cold weather.

We are also able to draw from our corporate offices to offer the latest in safety and environmental training. Waste Management, Inc. conducts regular health and safety programs for its employees throughout the country. These programs provide guidance to the operating locations in meeting the compliance requirements safety standards of OSHA, the EPA and the DOT. We frequently conduct in-depth training programs on local issues or on issues of regional concern including: hazard communication, employee right-to-know, asbestos management, industry specific defensive driving, quality customer service, integrity of ethics, code of conduct, control of hazardous energy (Lock Out/Tag Out), confined spaces, and emergency response.

Incident Reviews

When safety incidents occur, Waste Management responds quickly and thoroughly to lower the risk of repeat occurrence. When serious safety incidents occur, a safety advisory notice is created and distributed to the company via an intranet site. These reader-friendly write-ups are posted by managers who sign off and indicate the date that the newsletter was posted. We also hold meetings at the sites to ensure the information is conveyed to the drivers.

A safety advisory includes a description of the safety problem that was encountered and the steps that must be taken to prevent the problem from recurring across the company. Each safety alert includes a statement reminding readers that corrective actions are not optional and full compliance is required.

Reporting

Waste Management requires employees to report any unsafe conditions in the workplace. We have developed and implemented reporting procedures and policies for safety incidents that are integrated throughout our business. One example is Waste Management's customer service program, Service Machine®, discussed earlier in the Quality Control section of this proposal.

We require our employees to report and track all injuries and accidents in the Accident & Injury Management System (AIMS). AIMS is used by sites to track incidents, which include any unplanned work-related event resulting in, or which could result in: personal injury, vehicle damage, property damage, loss of assets, fires, explosions, spills, releases, or adverse publicity, regardless of severity. AIMS reporting allows Waste Management to fulfill its regulatory requirements, provides data for making informed management decisions, and is important in helping Waste Management provide a safe work environment for all employees. Waste Management requires that all incidents be entered into the AIMS system within 48 hours of occurrence and to our insurance carrier within 24 hours of the first report of the incident.

We issue a new safety report each week and archive all safety reports on the company intranet website. Details of any accidents in the past week are provided, often with photos. Information includes the location of the accident, the driver's years of service, and any follow up action being taken. These reports serve to inform employees of safety incidents and failures while reminding all readers to carefully observe safety rules and avoid committing the mistakes that can cause accidents.



Safety Manual

Waste Management has prepared a Health, Safety and Transportation Manual that contains guidelines for safe operations of solid waste facilities. A self-audit checklist has been prepared to guide Safety and Department Managers through these requirements. Waste Management's Division Safety Managers monitor the performance of their divisions. Division Safety Managers or other regional safety personnel schedule and carry out safety audits.

Accident Response

Waste Management has a Spill Prevention, Control, and Countermeasure (SPCC) Plan designed to train our drivers to handle non-hazardous spills while on route. Each vehicle is equipped with a spill kit that has various absorbent materials that contain spills while a crew is dispatched for immediate clean up. Waste Management has at its facility a mobile spill clean up trailer that is dispatched with trained personnel should a more thorough clean up be needed. We train our drivers to pick up spillage during collection and provide them with brooms and shovels on each vehicle.

Hydraulic Spill

Hydraulic spills caused by a mechanical failure on the truck would initially be handled by the driver following the procedure below:

- Our drivers are trained to contain spills to prevent them from spreading or entering a watercourse. Drivers would use the spill kit provided or available material, such as dirt, to create a barrier and absorb the spill.
- The driver would radio the Waste Management dispatch office and trained supervisory and maintenance personnel would respond with additional clean up materials.
- Spill and clean up material would be placed in our mobile clean up unit and disposed of properly, leaving the site as clean as possible.

Trash Spillage

To remedy trash spills caused by driver error or weak bags that burst, Waste Management drivers clean the area using the broom and shovel provided, leaving the area as clean as possible.



Disaster Management

Municipalities and their service providers must be prepared to respond appropriately and quickly in the event of a disaster to protect the community. Waste Management has proven disaster recovery processes in place to deal with potential service interruptions. We partner with state and local resources to assist in hauling debris and bringing community life back to normal after disastrous events.

Localized Disaster Response

As a front-line provider of refuse and debris removal services during disasters, Waste Management understands the requirements of maintaining and restoring local services during emergencies. In the event of an emergency, Waste Management staff, usually led by the market area vice president, draws upon personnel and equipment from neighboring Waste Management districts to execute an emergency support plan. External support to these operations continues until normal services can be re-established.

Regional teams frequently respond to earthquake, fire, flood, ice, and power outage situations, and Waste Management has been a vital partner during cleanup after a number of major hurricanes in recent years. Many local teams continue their response and continuity training year-round, including table-top exercises.

Certification of Insurance

Waste Management has obtained and will maintain all insurance required herein.

- Commercial General Liability including Contractual Liability coverage: \$5,000,000 per occurrence limit for Bodily Injury and Property Damage
- Automobile Liability covering all owned, hired, and non-owned vehicles. Coverage to include pollution release during transportation: \$1,000,000 combined single limit for Bodily Injury and Property Damage.
- Excess Automobile Liability covering all owned, hired, and non-owned vehicles. Coverage to include pollution release during transportation: \$9,000,000 combined single limit for Bodily Injury and Property Damage excess of \$1,000,000
- Workers Compensation: Statutory for all states of operation
- Employers Liability \$3,000,000 each accident

All contracts of insurance shall provide 30 days' prior written notice of cancellation or non-renewal. In the event that Waste Management cannot maintain contracts of insurance in the above amounts due to coverages becoming commercially unavailable, we may be relieved of the above obligations upon 30 days' written notice to the customer of revised insurance coverages. We can also provide a waiver of subrogation, as required in the solicitation.

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By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the deliverables under reservation and no tender of a bill of lading will operate as a tender of deliverables.
5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the deliverables shall pass to the City only when the City actually receives and accepts the deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the deliverables at delivery before accepting them, and to reject defective or non-conforming deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which

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could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. WORKFORCE

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
 - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
 - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

- 11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

12. INVOICES:

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

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13. **PAYMENT:**

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
 - i. delivery of defective or non-conforming deliverables by the Contractor;
 - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
 - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
 - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
 - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made bycheck unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

14. **TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

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<http://www.gsa.gov/portal/category/21287>

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

15. FINAL PAYMENT AND CLOSE-OUT:

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
 - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
 - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. SPECIAL TOOLS & TEST EQUIPMENT: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. RIGHT TO AUDIT:

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. The Contractor shall include section a. above in all subcontractor agreements entered into in connection with this Contract.

18. SUBCONTRACTORS:

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and

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Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
- i. require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
 - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
 - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
 - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. WARRANTY-PRICE:

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

20. **WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all deliverables furnished under the Contract, and that the deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the deliverables.

21. **WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and

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regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the deliverables shall be new or recycled merchandise, and not used or reconditioned.

- A. Recycled deliverables shall be clearly identified as such.
- B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
- C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the deliverables or from the date of acceptance of any replacement deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming deliverables, or replace the non-conforming deliverables with fully conforming deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
- D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such deliverables from another source.
- E. If the Contractor is not the manufacturer, and the deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.

22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
- B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
- C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior

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to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.
30. **DELAYS:**
- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an

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adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 49. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. INDEMNITY:

A. Definitions:

- i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
- (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
 - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
- ii. "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

- B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

32. INSURANCE: (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised 6/01/98).

A. General Requirements.

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

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- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The Contractor must submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall endeavor to provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit,

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or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the deliverables and (ii) the deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY**: In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **OWNERSHIP AND USE OF DELIVERABLES**: The City shall own all rights, titles, and interests throughout the world in and to the deliverables.

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- A. **Patents.** As to any patentable subject matter contained in the deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.
- B. **Copyrights.** As to any deliverables containing copyrightable subject matter, the Contractor agrees that upon their creation, such deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such deliverables, provided however, that nothing in this Paragraph 38 shall negate the City's sole or joint ownership of any such deliverables arising by virtue of the City's sole or joint authorship of such deliverables. Should by operation of law, such deliverables not be considered works made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to such deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such deliverables to the City or at such other time as the City may request.
- C. **Additional Assignments.** The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the deliverables. The Contractor's obligation to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 38 a., b., and c. shall continue after the termination of this Contract with respect to such deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the deliverables, but should desire to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph 37 above.
39. **PUBLICATIONS:** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.
40. **ADVERTISING:** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
41. **NO CONTINGENT FEES:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
42. **GRATUITIES:** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City

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shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

43. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
44. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
45. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
46. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
47. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
48. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.
49. **DISPUTE RESOLUTION**:
- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

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- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.
50. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.
51. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.
52. **HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

53. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.
54. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

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The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

55. EQUAL OPPORTUNITY

- A. **Equal Employment Opportunity:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.
- B. **Americans with Disabilities Act (ADA) Compliance:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

56. BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)

- A. Definitions. As used in this paragraph –
- i. "Component" means an article, material, or supply incorporated directly into an end product.
 - ii. "Cost of components" means -
 - (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
 - (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
 - iii. "Domestic end product" means-
 - (1) An unmanufactured end product mined or produced in the United States; or
 - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
 - iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
 - v. "Foreign end product" means an end product other than a domestic end product.
 - vi. "United States" means the 50 States, the District of Columbia, and outlying areas.

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- B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

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By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the deliverables under reservation and no tender of a bill of lading will operate as a tender of deliverables.
5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the deliverables shall pass to the City only when the City actually receives and accepts the deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the deliverables at delivery before accepting them, and to reject defective or non-conforming deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which

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could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. WORKFORCE

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
 - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
 - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

- 11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

12. INVOICES:

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

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13. **PAYMENT:**

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
 - i. delivery of defective or non-conforming deliverables by the Contractor;
 - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
 - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
 - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
 - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made bycheck unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

14. **TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

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<http://www.gsa.gov/portal/category/21287>

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

15. FINAL PAYMENT AND CLOSE-OUT:

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
 - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
 - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. SPECIAL TOOLS & TEST EQUIPMENT: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. RIGHT TO AUDIT:

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. The Contractor shall include section a. above in all subcontractor agreements entered into in connection with this Contract.

18. SUBCONTRACTORS:

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and

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Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
- i. require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
 - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
 - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
 - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. WARRANTY-PRICE:

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

20. **WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all deliverables furnished under the Contract, and that the deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the deliverables.

21. **WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and

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regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the deliverables shall be new or recycled merchandise, and not used or reconditioned.

- A. Recycled deliverables shall be clearly identified as such.
- B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
- C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the deliverables or from the date of acceptance of any replacement deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming deliverables, or replace the non-conforming deliverables with fully conforming deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
- D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such deliverables from another source.
- E. If the Contractor is not the manufacturer, and the deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.

22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
- B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
- C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior

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to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.
30. **DELAYS:**
- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an

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adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 49. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. INDEMNITY:

A. Definitions:

- i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
- (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
 - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
- ii. "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

- B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

32. INSURANCE: (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised 6/01/98).

A. General Requirements.

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

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- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The Contractor must submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall endeavor to provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit,

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or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the deliverables and (ii) the deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY**: In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **OWNERSHIP AND USE OF DELIVERABLES**: The City shall own all rights, titles, and interests throughout the world in and to the deliverables.

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- A. **Patents.** As to any patentable subject matter contained in the deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.
- B. **Copyrights.** As to any deliverables containing copyrightable subject matter, the Contractor agrees that upon their creation, such deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such deliverables, provided however, that nothing in this Paragraph 38 shall negate the City's sole or joint ownership of any such deliverables arising by virtue of the City's sole or joint authorship of such deliverables. Should by operation of law, such deliverables not be considered works made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to such deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such deliverables to the City or at such other time as the City may request.
- C. **Additional Assignments.** The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the deliverables. The Contractor's obligation to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 38 a., b., and c. shall continue after the termination of this Contract with respect to such deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the deliverables, but should desire to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph 37 above.
39. **PUBLICATIONS:** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.
40. **ADVERTISING:** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
41. **NO CONTINGENT FEES:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
42. **GRATUITIES:** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City

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shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

43. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
44. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
45. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
46. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
47. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
48. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.
49. **DISPUTE RESOLUTION**:
- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.
50. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.
51. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.
52. **HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

53. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.
54. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

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The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

55. EQUAL OPPORTUNITY

- A. **Equal Employment Opportunity:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.
- B. **Americans with Disabilities Act (ADA) Compliance:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

56. BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)

- A. Definitions. As used in this paragraph –
- i. "Component" means an article, material, or supply incorporated directly into an end product.
 - ii. "Cost of components" means -
 - (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
 - (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
 - iii. "Domestic end product" means-
 - (1) An unmanufactured end product mined or produced in the United States; or
 - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
 - iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
 - v. "Foreign end product" means an end product other than a domestic end product.
 - vi. "United States" means the 50 States, the District of Columbia, and outlying areas.

**CITY OF AUSTIN
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STANDARD PURCHASE TERMS AND CONDITIONS**

- B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

CITY OF AUSTIN, TEXAS

Purchasing Office

INVITATION FOR BID (BEST VALUE)

Offer Sheet

SOLICITATION NO: SDC0174

COMMODITY/SERVICE DESCRIPTION: 24 Month Contract for
RESIDENTIAL REFUSE DUMPSTER COLLECTION SERVICES

DATE ISSUED: 3/19/2012

REQUISITION NO.: 1500 12031400258

PRE-BID CONFERENCE TIME AND DATE: March 30, 2012 @
10:00 A.M.

COMMODITY CODE: 96270

LOCATION: City of Austin, Purchasing Office (Municipal Building)
124 W 8th Street Rm 310., Austin, Texas 78701.

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT:**

BID DUE PRIOR TO: 4/6/2012 @ 2:00 P.M.

COMPLIANCE PLAN DUE PRIOR TO: N/A

Steve Locke

Buyer II

Phone: (512) 974-2003

BID OPENING TIME AND DATE: 4/6/2012 @ 2:00 P.M

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 310, AUSTIN, TEXAS 78701

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below.

P.O. Address for US Mail	Street Address for Hand Delivery or Courier Service
City of Austin	City of Austin, Purchasing Office
Purchasing Office	Municipal Building
P.O. Box 1088	124 W 8 th Street, Rm 310
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

SUBMIT 1 ORIGINAL AND 4 SIGNED COPIES OF OFFER

OFFER SUBMITTED BY

Signature of Person Authorized to Sign Offer

Signer's Name and Title: (please print or type)

FEDERAL TAX ID NO. _____

Date: _____

Company Name: _____

Address: _____

City, State, Zip Code _____

Phone No. ()

Fax No. ()

Email Address: _____

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All other Sections may be viewed at: http://www.austintexas.gov/financeonline/vendor_connection/index.cfm

RETURN THE FOLLOWING DOCUMENTS WITH YOUR OFFER**

- Cover Page Offer Sheet
- Section 0600 Bid Sheet(s)
- Section 0700 Reference Sheet (if required)
- Sections 0800 - 0835 Certifications and Affidavits (return all applicable Sections)
- Section 0900 MBE/WBE Procurement Program Package or No Goals Utilization Plan
- Bid Guaranty (if required)

**** See also Section 0200, Solicitation Instructions, Section 0400, Supplemental Purchase Provisions, and Section 0500, Scope of Work/Specification, for additional documents that must be submitted with the Offer.**

The Vendor agrees, if this Offer is accepted within 90 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

*** INCORPORATION OF DOCUMENTS.** Section 0100, Standard Purchase Definitions; Section 0200, Standard Solicitation Instructions; and Section 0300, Standard Purchase Terms and Conditions are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDDOCUMENTS.

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office at the address or phone number indicated on page 1 of this Offer Sheet. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

It is the policy of the City of Austin to involve certified Minority Owned Business Enterprises (MBEs) and Woman Owned Business Enterprises (WBEs) in City contracting. MBE and WBE goals for this Solicitation are contained in Section 0900.

All Contractors and Subcontractors should be registered to do business with the City prior to submitting a response to a City Solicitation. In the case of Joint Ventures, each individual business in the joint venture should be registered with the City prior to submitting a response to a City solicitation. If the Joint Venture is awarded a contract, the Joint Venture must register to do business with the City. Prime Contractors are responsible for ensuring that their Subcontractors are registered. Registration can be done through the City's on-line vendor registration system. Log onto http://www.austintexas.gov/financeonline/vendor_connection/index.cfm and follow the directions.



**CITY OF AUSTIN
AUSTIN RESOURCE RECOVERY**

**INVITATION FOR BID BEST VALUE
RESIDENTIAL REFUSE DUMPSTER COLLECTION SERVICES**

1.0 SCOPE AND CLASSIFICATION

1.1 Scope

This specification establishes the minimum requirements for a contract to collect and dispose of solid waste generated by residential four-plex and duplex customers located in the City of Austin Metropolitan Area. The City of Austin, Austin Resource Recovery Department, hereinafter referred to as "City", will administer this contract. Included in this specification are sections on Applicable Specifications, Performance Requirements, Insurance, Invoice Submittal, Contract Administrator, Omissions, and Contractor Requirements.

- 1.2 The Contractor will be required to provide refuse collection services for various locations within the City of Austin as stated in item 3.0 and bulky item and area clean-up as stated in section 3.2 of the specification.

1.3 Contract Start Date

It is estimated that this contract will begin on May 1, 2012. The Contractor will be required to have all necessary equipment and manpower in order to begin servicing at that time. The Contractor shall begin the delivery of refuse containers on that day and begin servicing as requested by the City.

This specification, until revised or rescinded, shall apply to each future purchase and contract for the commodity described herein. Retain for future reference.

2.0 APPLICABLE SPECIFICATIONS

The Contractor shall obtain all permits and licenses and shall dispose of solid waste in compliance with all laws, ordinances, specifications, rules and regulations; for this service as established by the City, State of Texas, State Board of Health, U.S. Environmental Protection Agency, and any other federal, state, or local governmental provisions prevailing during the term of this agreement.

3.0 PERFORMANCE REQUIREMENTS

The Contractor shall provide refuse collection services in accordance with these specifications. The Contractor shall provide all personnel and equipment required for the provision of this service. The Contractor shall provide refuse collection service for the locations listed below. (The City reserves the right to add or remove locations at any time as deemed necessary.)

A.	1001-1127 West Rundberg Lane 78753 (south side of street)	J.	2215-2409 Mission Hills Drive 78741 2200-2212 Mission Hills Circle 78741
B.	8204-8219 Sam Rayburn 78753	K.	8302-8412 Garcreek Circle 78724
C.	7402-7419 Vintage Hills Drive 78723 3300-3306 Vintage Hills Cove 78723	L.	2500-2507 Manor Circle 78723
D.	10005-10403 Brownie Drive 78753	M.	3500-3511 Alpine Circle
E.	2501-2690 Hoeke Lane 78744	N.	9300-9997 Roxanna Dr.
F.	4800-5012 Westgate Blvd. 78745 4800-5010 West Wind Trail 78745	O.	2300-2425 Rachel Cove
G.	1201-1221 Southport Drive 78704 1307-1323 Southport Drive 78704	P.	2300-2311 Cedric Cove
H.	6709-6913 Wentworth Drive 78724	Q.	2200-2207 Tabor Cove
I.	1900-1914 Hearthside Drive 78757 1901-1920 Hearthstone Drive 78757 8600 Fireside Drive 78757	R.	2200-2211 Leah Cove

For the purpose of this specification, the services required shall be defined as follows:

- a. Scheduled Collection Services– Unless instructed otherwise, the Contractor shall provide refuse collection twice each week for each location.
 - b. Special Pick-Up Services shall be the process followed by the Contractor and the City to accomplish the emptying of refuse containers outside the scheduled collection frequency (item a. above) for that location. All Special Pick-up Services shall be provided on an ‘as needed’ basis and shall be performed at the discretion of the Director of the City Austin Resource Recovery Department, his designee, or the Contract Manager.
- 3.1 The Contractor shall empty all refuse containers used for the collection of solid waste (solid waste shall include putrescible waste, non-putrescible waste, white goods, etc.) and shall properly dispose of the solid waste. Should household hazardous waste or dead animals be dumped on site, Contractor shall contact the City for appropriate action. The Contractor should not and is not expected to collect hazardous waste.

- 3.2 The Contractor shall provide a sufficient quantity of refuse containers to provide for the containment of the peak-day volume of refuse generated at each location as determined and requested by the City. The City reserves the right to increase or decrease the number, size, and collection frequency of refuse containers. The Contractor shall provide additional containers or remove existing containers at no additional cost to the City within two (2) working days after notification by the City. The Director of Austin Resource Recovery or the designated Contract Manager will determine frequency, container sizes and collection schedule. Adjustment or changes to size of container, frequency of collection and collection schedule shall be accomplished within two working days from the date of notification. The Contractor shall bill at prorated amounts for all services that are performed for less than the entire month.
- 3.3 The Contractor shall be responsible for maintaining containers in good condition. Contractor shall, at no additional cost to the City, provide, remove or switch-out a refuse container within two (2) working days after notification by the City.
- 3.4 Contractor shall, upon request by the City, empty refuse containers within two (2) working days of request by the City, regardless of the collection frequency.
- a. Refuse containers on a scheduled collection frequency will be charged in accordance with the Quote Sheet unit prices for the specific size and type of refuse container emptied. Unit prices include the collection of un-containerized waste/litter around the dumpster.
 - b. Refuse containers serviced on a special collection shall be charged in accordance with the Quote Sheet unit prices for the specific size and type of refuse container emptied. Unit prices include the collection of un-containerized waste/litter around the dumpster.
- 3.5 During scheduled collections, the Contractor shall make sure that all un-containerized waste/litter around the dumpster is picked-up. Contractor is also responsible for picking up waste/litter that is a result of spillage while emptying the container.
- 3.6 All collection activities must be performed between the hours of 6:30 a.m. and 6:30 p.m.
- 3.7 The Contractor shall not provide collection services on the following holidays: Thanksgiving Day, Christmas Day, New Year's Day, and 4th of July. If, as a result of the Contractor's observance of one of these holidays, the service location(s) will not receive its scheduled collection, the Contractor shall provide service on the day preceding or following the holiday.
- 3.8 The City will make a reasonable effort to enforce all applicable ordinances. However, this does not relieve the Contractor of their responsibility to remove all garbage, trash, debris, or other materials from the Contract area, regardless of its source. It is clearly understood that it is the responsibility of the Contractor to provide all refuse collection services necessary in the Contract area.
- 3.9 The Contractor and The City will work closely together on dumpster placement and locations. It is the intent of the City of Austin to not place any dumpsters in the right-of-way or on any sidewalks. There are space constraints at some of these locations so communication and coordination is essential.

4.0 BULKY ITEM AND AREA CLEAN-UP REQUIREMENTS

The successful bidder will be required to provide bulky item collection and area clean-up collection services every two (2) weeks for the locations specified in section 3.0.

- 4.1 The Contractor shall collect all items in the service locations that have been set out for collection that are too large in dimension to fit in the dumpsters.
- 4.2 The Contractor shall collect all un-containerized waste and litter around the dumpster.
- 4.3 The City will make a reasonable effort to enforce all applicable ordinances. However, this does not relieve the Contractor of their responsibility to remove all garbage, trash, debris, or other materials from the Contract area, regardless of its source. It is the responsibility of the Contractor to provide all refuse collection services and bulky item and area clean-up necessary in the Contract area. The Contractor, at their expense, shall be responsible for the proper disposal of capacitors, as well as the collection and reclamation of all Ozone Depleting Chemicals (ODC's) including freon, in accordance with Local, State and Federal rules, regulations and guidelines.
- 4.4 On bulky collection days the Contractor will inspect and determine if any of the items being discarded outside of the dumpster are recyclable and make a good faith effort to collect those items for recycling. Another collection vehicle may be utilized to accomplish this task.

5.0 EQUIPMENT REQUIREMENTS

The Contractor shall supply refuse containers which meet the following requirements:

- 5.1 Refuse containers shall be uniform in appearance and color, and be provided in 4-, 6-, 8- and 10-yard sizes. Contractor's company name shall be displayed on each container, including a 24-hour contact phone number.
- 5.2 Refuse containers shall be sealed at the bottom to prevent leakage.
- 5.3 The Contractor shall provide plastic lids and/or doors on refuse containers.
- 5.4 All refuse containers provided shall be installed and maintained in such a way that all applicable ANSI regulations and OSHA standards are continuously met.
- 5.5 Appropriate signage shall be affixed to the dumpster detailing proper disposal and usage of dumpster (i.e., no household hazardous waste, landfill garbage only, etc.). The Contractor will work directly with the City of Austin and its staff to agree upon proper signage for residential dumpsters.

6.0 EQUIPMENT MAINTENANCE

- 6.1 The Contractor shall provide cleaning of refuse containers at no additional cost to the City as requested.

- 6.2 Contractor shall, at no additional cost to the City, replace refuse containers that have been defaced (i.e., graffiti) with clean refuse containers.

7.0 DISPOSAL

- 7.1 The Contractor shall dispose of all refuse solely at their expense.
- 7.2 Disposal sites for contracted refuse services must be legally empowered to accept refuse for treatment or disposal and must meet all federal, state, and local licensing and operating requirements.

8.0 OTHER REQUIREMENTS

- 8.1 The City shall have sole discretion in selecting the specific electronic communication method or methods, such as facsimile machines, the Internet, voice telephone, and computer modems that will be utilized to submit contract modifications to the Contractor.
- 8.2 Contractor shall provide City with phone numbers where a responsible party can be reached at all times. Contractor shall respond to complaints forwarded by the City within two (2) hours of notification by the City.
- 8.3 Contractor shall be responsible for any and all damage caused to property by its employees, agents and equipment as deemed reasonable by the City.

9.0 INSURANCE

The Contractor shall carry insurance in the amounts and for the duration as described in the Insurance Section of the Terms and Conditions of the City.

10.0 INVOICE SUBMITTAL

- 10.1 Contractor shall submit a monthly invoice which details the charges billed under the contract for the previous calendar month to the City by the tenth (10th) working day of the month to the Austin Resource Recovery Department (attn: Accounts Payable), P.O. Box 1088, Austin, Texas 78767-1088.
- 10.2 The Contractor's monthly invoice shall list at a minimum the following information :
- a. The quantity of items or services billed by Bid Sheet Line Number.
 - b. Prorated billing for all services that are performed for less than the entire month covered by the invoice. Prorated bills shall note the ending and/or beginning date of the new or changed service. The method(s) used by the Contractor to calculate prorated bills is subject to the approval of the City.

11.0 ANNUAL ADJUSTMENT OF UNIT PRICE

Unit Prices as bid shall remain firm for the initial one-year term of this contract. The Unit Prices for the second and subsequent one-year terms (extension options) of this contract may be adjusted upward or downward. On the effective date of the second and subsequent one-year terms, the Unit Prices on this contract may be increased (or decreased) by the same percent increase (or decrease), if any, as accrued during the designated 12-month period (see below) in the Consumer Price Index - All Urban Consumers, South Region, All Items. (CUUR0300SAO) A request for a Unit Price increase must be submitted by the Contractor in writing to the City Purchasing Officer or designee at least ninety (90) days prior to the expiration date of each one-year term. All supporting documentation and calculations must be submitted with the request. Unit Price increases shall become effective only if approved in writing by the City Purchasing Officer or designee. (For the purposes of calculating an adjustment, the base rate for the adjustment shall be the Unit Price in effect on the contract implementation date in the calendar year preceding the year the adjustment is made.)

Designated 12-month Period for Consumer Price Index – At the time the Contractor submits a request for an increase in the Unit Prices, the Contractor shall reference the most recent month for which the index (as identified above) has been released by the U.S. Dept. of Labor, Bureau of Labor Statistics, and shall calculate the percent increase, if any, as accrued for the previous 12 months. However, the aggregate adjustment in the Unit Prices for any one-year term shall not exceed five percent (5%) of the Unit Prices in effect during the previous one-year term. Adjustments to Unit Prices shall be made only in units of one cent (\$0.01). Fractions less than one cent (\$0.01) will not be considered in making adjustments.

In the event the indices named in this section are discontinued, the successor indices shall replace them. The successor indices shall be those indices that are most closely equivalent to the discontinued indices as recommended by the U.S. Dept. of Labor, Bureau of Labor Statistics. The aggregate adjustment in the Unit Prices for any one-year term shall not exceed five percent (5%) of the Unit Prices in effect during the previous one-year term.

12.0 CONTRACTOR REQUIREMENTS

The Contractor shall meet the following minimum requirements:

- 12.1 Contractor shall not have significant performance deficiencies under City contracts in the last three (3) years, including but not limited to contract termination for cause, failure to maintain certain requirements, or outstanding financial obligations to the City.
- 12.2 Contractor shall have provided services similar in scope to the services required in this specification on a continuing basis over a recent minimum twelve (12) month period. A minimum of five (5) customer references must provide evidence of satisfactory performance of similar projects as detailed in this specification. Each customer reference shall be able to verify that the bidder performed the work satisfactorily.

13.0 TERM OF CONTRACT

- 13.1 The Contract shall be in effect for a period of two (2) years with three (3) additional twelve (12) month extension options, subject to the approval of the Contractor and the City Manager or his/her designee.

- 13.2 Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).

14.0 CONTRACT MANAGER

Ron Romero, Contract Administrator, Austin Resource Recovery Department, P.O. Box 1088, Austin, Texas 78767-1088 (512) 974-4353 is hereby designated Contract Manager for the City of Austin and shall serve as the point of contact between the City and the Contractor. Should this designee change for any reason, the Contractor will be given proper notification.

15.0 OMISSIONS

It is the intention of this specification to acquire a complete refuse collection service, bulky item collection service and area clean-up service. Any services omitted from this specification that are clearly necessary for the complete operation of this service shall be considered a requirement although not directly specified or called for in the specification.



BID SHEET

Quote shall be made on all collection frequencies and special pick-up services listed.

NOTE: Quantities of containers are estimates. The City reserves the right to increase or decrease the number of containers and the size of the containers on a location-by-location basis. The City also reserves the right to add or remove service locations at any time as deemed necessary. Annual prices shall be calculated based on estimated quantities and a refuse collection schedule of two times per week. However, Contractor shall invoice the City based on actual container quantities and sizes.

1.0 Collection Locations

Rundberg Lane Location: 1001-1127 blocks of West Rundberg Lane (south side of street), Austin, TX											
Item #	Description	Pick-Up Frequency	Cost per Container per Month	x	Est. Qty	=	Total Cost per Month	x	12	=	Annual Price
1.1	Furnish & service 4-yard side loading containers	2 times per week	\$ _____	x	10	=	\$ _____	x	12	=	\$ _____

Sam Rayburn Location: 8204 – 8219 Sam Rayburn, Austin, TX											
Item #	Description	Pick-Up Frequency	Cost per Container per Month	x	Est. Qty	=	Total Cost per Month	x	12	=	Annual Price
1.2	Furnish & service 8-yard containers	2 times per week	\$ _____	x	4	=	\$ _____	x	12	=	\$ _____

Vintage Hills Location: 7402 – 7419 Vintage Hills Drive, Austin, TX ; 3300 – 3306 Vintage Hills Cove, Austin, TX											
Item #	Description	Pick-Up Frequency	Cost per Container per Month	x	Est. Qty	=	Total Cost per Month	x	12	=	Annual Price
1.3	Furnish & service 8-yard containers	2 times per week	\$ _____	x	5	=	\$ _____	x	12	=	\$ _____

	Brownie Drive Location: 10005 – 10403 Brownie Drive, Austin, TX										
Item #	Description	Pick-Up Frequency	Cost per Container per Month	x	Est. Qty	=	Total Cost per Month	x	12	=	Annual Price
1.4	Furnish & service 8-yard containers	2 times per week	\$_____	x	18	=	\$_____	x	12	=	\$_____
1.5	Furnish & service 6-yard containers	2 times per week	\$_____	x	2	=	\$_____	x	12	=	\$_____

	Hoeke Lane location: 2501– 2690 Hoeke Lane, Austin, TX										
Item #	Description	Pick-Up Frequency	Cost per Container per Month	x	Est. Qty	=	Total Cost per Month	x	12	=	Annual Price
1.6	Furnish & service 8-yard container	2 times per week	\$_____	x	1	=	\$_____	x	12	=	\$_____

	Westgate Blvd. & West Wind Location: 4800-5012 Westgate Blvd. Austin, TX; 4800-5010 West Wind, Austin, TX										
Item #	Description	Pick-Up Frequency	Cost per Container per Month	x	Est. Qty	=	Total Cost per Month	x	12	=	Annual Price
1.7	Furnish & service 8-yard containers	2 times per week	\$_____	x	13	=	\$_____	x	12	=	\$_____

	Southport Drive Location: 1201-1221 Southport Drive and 1307-1323 Southport Drive, Austin, TX										
Item #	Description	Pick-Up Frequency	Cost per Container per Month	x	Est. Qty	=	Total Cost per Month	x	12	=	Annual Price
1.8	Furnish & service 6-yard containers	2 times per week	\$_____	x	13	=	\$_____	x	12	=	\$_____

	Wentworth Drive Location: 6709-6913 Wentworth Drive, Austin, TX										
Item #	Description	Pick-Up Frequency	Cost per Container per Month	x	Est. Qty	=	Total Cost per Month	x	12	=	Annual Price
1.9	Furnish & service 6-yard containers	2 times per week	\$_____	x	11	=	\$_____	x	12	=	\$_____

	Hearthside Drive Location: 1900-1914 Hearthside Drive, Austin, TX										
Item #	Description	Pick-Up Frequency	Cost per Container per Month	x	Est. Qty	=	Total Cost per Month	x	12	=	Annual Price
1.10	Furnish & service 6-yard containers	2 times per week	\$_____	x	8	=	\$_____	x	12	=	\$_____

	Hearthstone Drive Location: 1901-1920 Hearthstone Drive, Austin, TX										
Item #	Description	Pick-Up Frequency	Cost per Container per Month	x	Est. Qty	=	Total Cost per Month	x	12	=	Annual Price
1.11	Furnish & service 6-yard containers	2 times per week	\$_____	x	11	=	\$_____	x	12	=	\$_____

	Mission Hills Drive Location: 2215-2409 Mission Hills Drive, Austin, TX										
Item #	Description	Pick-Up Frequency	Cost per Container per Month	x	Est. Qty	=	Total Cost per Month	x	12	=	Annual Price
1.12	Furnish & service 6-yard containers	2 times per week	\$_____	x	12	=	\$_____	x	12	=	\$_____

	Mission Hills Circle Location: 2200-2212 Mission Hills Circle, Austin, TX										
Item #	Description	Pick-Up Frequency	Cost per Container per Month	x	Est. Qty	=	Total Cost per Month	x	12	=	Annual Price
1.12	Furnish & service 6-yard containers	2 times per week	\$_____	x	7	=	\$_____	x	12	=	\$_____

	Garcreek Circle Location: 8302-8412 Garcreek Circle, Austin, TX										
Item #	Description	Pick-Up Frequency	Cost per Container per Month	x	Est. Qty	=	Total Cost per Month	x	12	=	Annual Price
1.13	Furnish & service 6-yard containers	2 times per week	\$_____	x	8	=	\$_____	x	12	=	\$_____

	Roxanna Drive Location: 9300 – 9997 Roxanna Dr, Austin, TX										
Item #	Description	Pick-Up Frequency	Cost per Container per Month	x	Est. Qty	=	Total Cost per Month	x	12	=	Annual Price
1.14	Furnish & service 6-yard containers	2 times per week	\$_____	x	7	=	\$_____	x	12	=	\$_____

	Manor Circle Location: 2500-2507 Manor Circle, Austin, TX										
Item #	Description	Pick-Up Frequency	Cost per Container per Month	x	Est. Qty	=	Total Cost per Month	x	12	=	Annual Price
1.15	Furnish & service 8-yard containers	2 times per week	\$_____	x	3	=	\$_____	x	12	=	\$_____

	Alpine Circle Location: 3500-3511 Alpine Circle, Austin, TX										
Item #	Description	Pick-Up Frequency	Cost per Container per Month	x	Est. Qty	=	Total Cost per Month	x	12	=	Annual Price
1.16	Furnish & service 6-yard containers	2 times per week	\$_____	x	4	=	\$_____	x	12	=	\$_____

	Fireside Drive Location: 8600 Fireside Drive, Austin, TX										
Item #	Description	Pick-Up Frequency	Cost per Container per Month	x	Est. Qty	=	Total Cost per Month	x	12	=	Annual Price
1.17	Furnish & service 8-yard containers	2 times per week	\$_____	x	8	=	\$_____	x	12	=	\$_____

	Rachel Cove Location: 2300 -2425 Rachel Cove, Austin, TX										
Item #	Description	Pick-Up Frequency	Cost per Container per Month	x	Est. Qty	=	Total Cost per Month	x	12	=	Annual Price
1.18	Furnish & service 6-yard containers	2 times per week	\$_____	x	4	=	\$_____	x	12	=	\$_____

	Cedric Cove Location: 2300 – 2311 Cedric Cove, Austin, TX										
Item #	Description	Pick-Up Frequency	Cost per Container per Month	x	Est. Qty	=	Total Cost per Month	x	12	=	Annual Price
1.19	Furnish & service 6-yard containers	2 times per week	\$_____	x	4	=	\$_____	x	12	=	\$_____

	Tabor Cove Location: 2200 – 2207 Tabor Cove, Austin, TX										
Item #	Description	Pick-Up Frequency	Cost per Container per Month	x	Est. Qty	=	Total Cost per Month	x	12	=	Annual Price
1.20	Furnish & service 6-yard containers	2 times per week	\$_____	x	2	=	\$_____	x	12	=	\$_____

	Leah Cove Location: 2200 -2211 Leah Cove, Austin, TX										
Item #	Description	Pick-Up Frequency	Cost per Container per Month	x	Est. Qty	=	Total Cost per Month	x	12	=	Annual Price
1.21	Furnish & service 6-yard containers	2 times per week	\$_____	x	4	=	\$_____	x	12	=	\$_____

1.0 Sub-Total (1.1 through 1.21)									\$_____		
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2.0 Special Single Container Pick Up Services: Contractor shall pick up single specified container at specified location within twenty-four (24) hours of notification as listed below.

Item #	Description	Est. Number of Hauls per Year	x	Price per Haul	=	Annual Price
2.1	Service 4-yd Container (normal working day)	6	x	\$_____	=	\$_____
2.2	Service 6-yd Container (normal working day)	6	x	\$_____	=	\$_____
2.3	Service 8-yd Container (normal working day)	6	x	\$_____	=	\$_____
2.4	Service 4-yd Container (weekend or holiday)	3	x	\$_____	=	\$_____
2.5	Service 6-yd Container (weekend or holiday)	3	x	\$_____	=	\$_____
2.6	Service 8-yd Container (weekend or holiday)	3	x	\$_____	=	\$_____

2.0 Sub-Total (2.1 through 2.6)	\$_____
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3.0 Special Service Location Collection Services: Contractor shall empty all containers in specified area location within twenty-four (24) hours notification as listed below.

Item #	Service Area Location	Est. Number of Hauls per Year	x	Price per Haul	=	Annual Price
3.1	Brownie Drive Location	1	x	\$_____	=	\$_____
3.2	Sam Rayburn Location	1	x	\$_____	=	\$_____
3.3	Vintage Hills (Drive & Cove) Location	1	x	\$_____	=	\$_____
3.4	Brown Drive Location	1	x	\$_____	=	\$_____
3.5	Hoeke Lane Location	1	x	\$_____	=	\$_____
3.6	Westgate Blvd. & West Wind Location	1	x	\$_____	=	\$_____
3.7	Southport Drive Location	1	x	\$_____	=	\$_____
3.8	Wentworth Drive Location	1	x	\$_____	=	\$_____
3.9	Hearthside Drive Location	1	x	\$_____	=	\$_____
3.10	Hearthstone Drive Location	1	x	\$_____	=	\$_____
3.11	Mission Hills (Drive and Circle) Location	1	x	\$_____	=	\$_____
3.12	Garcreek Circle Location	1	x	\$_____	=	\$_____
3.13	Roxanna Drive Location	1	x	\$_____	=	\$_____
3.14	Manor Circle Location	1	x	\$_____	=	\$_____
3.15	Alpine Circle Location	1	x	\$_____	=	\$_____
3.16	Fireside Drive Location	1	x	\$_____	=	\$_____
3.17	Rachel Cove Location	1	x	\$_____	=	\$_____
3.18	Cedric Cove Location	1	x	\$_____	=	\$_____
3.19	Tabor Cove Location	1	x	\$_____	=	\$_____
3.20	Leah Cove Location	1	x	\$_____	=	\$_____
3.21	Rundberg Location	1	x	\$_____	=	\$_____

3.0 Sub-Total (3.1 through 3.21)	\$ _____
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4.0 Bulk Item Collection and Area Clean-up (reference 3.2 of the specification).

Item #	Description	Collection & Clean-up Frequency (All Locations)	Unit Price	x	26	=	Annual Price
4.1	Bulky Item Collection and Area Clean-Up (All Locations)	Bi-Weekly	\$ _____	x	26	=	\$ _____

Item #	Description	Number of Special 'Out-of-Cycle' Bulky Collection Requests (One Location per Request)	x	Unit Price for Special 'Out-of- Cycle' Bulky Collection Request for One Location	=	Annual Price
4.2	Special 'Out-of-Cycle' Bulky Item Collection and Area Clean-Up within 24-hours of Request	12	x	\$ _____	=	\$ _____

Item #	Description	Collection of Bulky Items for Recycling	x	Unit Price for Bulky Item Recycling Collection	=	Annual Price
4.3	Special Collection for Bulky Items	Bi-Weekly	x	\$ _____	=	\$ _____

4.0 Sub-Total (4.1 through 4.3)	\$ _____
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TOTAL PRICE FOR ALL ITEMS (51 pts) (Sum of Sub-Totals 1.0, 2.0, 3.0, & 4.0)	\$ _____
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The items listed below are for informational purposes only and will not be used in calculating the award.

	Monthly Cost
Price for an additional 4 yard container serviced twice per week	\$ _____
Price for an additional 6 yard container serviced twice per week	\$ _____
Price for an additional 8 yard container serviced twice per week	\$ _____

LOCAL BUSINESS PRESENCE (Maximum 10 points)
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Team's Local Business Presence	Points Awarded
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local presence of between 1 and 24%	2
No local presence	0

Company Experience/History (7 Points)

Please provide a summary of company's experience/history especially regarding services similar to those required in the designated Contract Area. Additionally, please include any documented recognition or commendation for environmental excellence in the Austin area.

Company Equipment and Methods to Minimize Carbon Footprint(7 Points)

List the size, type and age of collection equipment/vehicles that will be used to collect refuse and recycling in the designated Contract Area. Be sure to indicate if the vehicles included on your list have alternative fuel capability, such as hybrid, CNG, biodiesel (from local sources). Please also identify whether or not the company will utilize scale equipment or if a dedicated route will be designated. Include information about the options available to monitor carbon footprint, route efficiency, collection information, etc.

Company Involvement and Collaboration (15 Points)

Provide a summary of how your company can collaboratively work with the City to become more creatively involved in encouraging the customers in the designated Contract Area to embrace the concept of Zero Waste, generate less waste, and increase recycling.

Resource Dedication and Service Level (10 Points)

Provide a summary of how your company has worked with previous partners or clients in Austin to be flexible and responsive to the client's concerns. In particular, identify the commitments and resources your company is willing to dedicate to implement adjustments quickly and work positively with the City to provide excellent service to the businesses and residents within the Contract Area.

Print Bidder Name: _____

Official Position with Company: _____

Bidder Signature _____ **Date**_____

Vendor Tax ID # _____ **Phone#**_____ **Fax#**_____

All fees should be included in your bid price. The City of Austin is tax exempt. Bidder shall fill in all spaces to be considered for award. **The contract term of this agreement shall be for 24 months with three (3) twelve (12) month extension options.**

INVITATION FOR BID BEST VALUE

**PURCHASING OFFICE
CITY OF AUSTIN, TEXAS**

RESIDENTIAL REFUSE DUMPSTER COLLECTION SERVICES

IFBBV No.: SDC0174

Addendum No. 1

Date of Addendum: March 20, 2012

1.0 Pre-bid date and time has been changed:

From: **March 30, 2012 @ 10:00 A.M.**

To: **March 26, 2012 @ 10:00 A.M.**

3.0 All other terms and conditions will remain the same

BY THE SIGNATURES affixed below, Addendum No. 1 is hereby incorporated and made a part of the above-referenced Invitation for Bid Best Value.

APPROVED BY: Steve Cocke
Steve Cocke, Buyer II
Finance and Administrative Services Department

ACKNOWLEDGED BY: _____
Bidder Authorized Signature Date

**RETURN ONE (1) COPY TO THE PURCHASING OFFICE, CITY OF AUSTIN, TEXAS PRIOR TO
BID OPENING OR WITH YOUR BID. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR
REJECTION OF YOUR BID.**



INVITATION FOR BID BEST VALUE

PURCHASING OFFICE
CITY OF AUSTIN, TEXAS

RESIDENTIAL REFUSE DUMPSTER COLLECTION SERVICES

IFBBV No.: SDC0174

Addendum No. 2

Date of Addendum: April 2, 2012

1.0 Replace bid sheet (section 0600) in its entirety. Revised bid sheet is attached. **Any bid sheets submitted other than the attached sheet, revised 4/2/2012, will be deemed non-responsive and not be considered for evaluation.**

2.0 The following clarifications are provided in response to questions from potential respondents:

Q. – Questions

A. - Answers

Q. The bid cover sheet and most of the various bid forms say this is a 24 month contract. The pricing form (page 12) says it's a one year agreement with 4 one year options. Which is correct?

A. The contract is for 2 years with three (3) 1-year options. Correction made to bid sheet.

Q. We notice on bid sheet 3.0 that the Rundberg Lane location is missing. Is that correct?

A. Rundberg Location should be included. Correction made on bid sheet.

Q. Bulky Item Service – (4.1) it states service is “bi-weekly”. Does this mean every other week or twice weekly?

A. Definition of “bi-weekly” in this case means every other week.



Q. Item 4.2 (page 9) – can you define what “Area Clean up” means? What is the scope of this?

A. “Area clean up” can be defined as the area around the dumpsters only.

Q. Item 4.3 – special collection for bulky items – is this for recycling? Can you expand on what this service is for?

A. The Special Collection for bulky items is an effort to follow our Zero Waste Plan. This special collection should be for items to be recycled and/or for reuse if the vendor has reuse operation. The goal is landfill diversion for large bulky items.

Q. What is the purpose of the information requested on page 10 of the pricing sheets?

A. The purpose of this information is for The City of Austin to have an idea of cost if additional services are requested.

Q. And what is the name of the gentleman who will be managing this contract now?

A. Phil Tindall, Contract Compliance Manager for the City of Austin will be the Contract Manager for this agreement.

3.0 All other terms and conditions will remain the same

BY THE SIGNATURES affixed below, Addendum No. 2 is hereby incorporated and made a part of the above-referenced Invitation for Bid Best Value.

APPROVED BY: Steve Cocke
Steve Cocke, Buyer II
Finance and Administrative Services Department

ACKNOWLEDGED BY: _____
Bidder Authorized Signature Date

RETURN ONE (1) COPY TO THE PURCHASING OFFICE, CITY OF AUSTIN, TEXAS PRIOR TO BID OPENING OR WITH YOUR BID. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION OF YOUR BID.

CITY OF AUSTIN, TEXAS

Purchasing Office

INVITATION FOR BID (BEST VALUE)

Offer Sheet

SOLICITATION NO: SDC0174

COMMODITY/SERVICE DESCRIPTION: 24 Month Contract for
RESIDENTIAL REFUSE DUMPSTER COLLECTION SERVICES

DATE ISSUED: 3/19/2012

REQUISITION NO.: 1500 12031400258

PRE-BID CONFERENCE TIME AND DATE: March 30, 2012 @
10:00 A.M.

COMMODITY CODE: 96270

LOCATION: City of Austin, Purchasing Office (Municipal Building)
124 W 8th Street Rm 310., Austin, Texas 78701.

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT:**

BID DUE PRIOR TO: 4/6/2012 @ 2:00 P.M.

COMPLIANCE PLAN DUE PRIOR TO: N/A

Steve Locke

Buyer II

Phone: (512) 974-2003

BID OPENING TIME AND DATE: 4/6/2012 @ 2:00 P.M

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 310, AUSTIN, TEXAS 78701

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below.

P.O. Address for US Mail	Street Address for Hand Delivery or Courier Service
City of Austin	City of Austin, Purchasing Office
Purchasing Office	Municipal Building
P.O. Box 1088	124 W 8 th Street, Rm 310
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

SUBMIT 1 ORIGINAL AND 4 SIGNED COPIES OF OFFER

OFFER SUBMITTED BY

Signature of Person Authorized to Sign Offer

Signer's Name and Title: (please print or type)

FEDERAL TAX ID NO. _____

Date: _____

Company Name: _____

Address: _____

City, State, Zip Code _____

Phone No. ()

Fax No. ()

Email Address: _____

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All other Sections may be viewed at: http://www.austintexas.gov/financeonline/vendor_connection/index.cfm

RETURN THE FOLLOWING DOCUMENTS WITH YOUR OFFER**

- Cover Page Offer Sheet
- Section 0600 Bid Sheet(s)
- Section 0700 Reference Sheet (if required)
- Sections 0800 - 0835 Certifications and Affidavits (return all applicable Sections)
- Section 0900 MBE/WBE Procurement Program Package or No Goals Utilization Plan
- Bid Guaranty (if required)

**** See also Section 0200, Solicitation Instructions, Section 0400, Supplemental Purchase Provisions, and Section 0500, Scope of Work/Specification, for additional documents that must be submitted with the Offer.**

The Vendor agrees, if this Offer is accepted within 90 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

*** INCORPORATION OF DOCUMENTS.** Section 0100, Standard Purchase Definitions; Section 0200, Standard Solicitation Instructions; and Section 0300, Standard Purchase Terms and Conditions are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDDOCUMENTS.

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office at the address or phone number indicated on page 1 of this Offer Sheet. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

It is the policy of the City of Austin to involve certified Minority Owned Business Enterprises (MBEs) and Woman Owned Business Enterprises (WBEs) in City contracting. MBE and WBE goals for this Solicitation are contained in Section 0900.

All Contractors and Subcontractors should be registered to do business with the City prior to submitting a response to a City Solicitation. In the case of Joint Ventures, each individual business in the joint venture should be registered with the City prior to submitting a response to a City solicitation. If the Joint Venture is awarded a contract, the Joint Venture must register to do business with the City. Prime Contractors are responsible for ensuring that their Subcontractors are registered. Registration can be done through the City's on-line vendor registration system. Log onto http://www.austintexas.gov/financeonline/vendor_connection/index.cfm and follow the directions.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office at least five (5) days prior to the bid opening date either via Fax, (512) 974-2388 or email, steven.cocke@austintexas.gov. **A Pre-Bid Conference will be held on March 30, 2012 @ 10:00 A.M., at the City of Austin, Purchasing Office (Municipal Building) 124 W 8th Street Rm 310., Austin, Texas 78701.**

2. **INSURANCE.** Insurance is required for this solicitation.

A. General Requirements. See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall contain the solicitation number and the Buyer's name and shall be mailed to the following address:

City of Austin Purchasing Office
Attn: Steve Cocke
P. O. Box 1088
Austin, Texas 78767

B. Specific Coverage Requirements. The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. Worker's Compensation and Employers' Liability Insurance. Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

- (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC 420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC 420601, or equivalent coverage
- ii. Commercial General Liability Insurance. The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries).
 - (1) The policy shall contain the following provisions:
 - (a) Blanket contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Independent Contractor's Coverage.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and Underground Coverage (X,C,U).
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. Business Automobile Liability Insurance. The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage.
- C. Endorsements. The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
- D. Certificate: The following statement must be shown on the Certificate of Insurance.

The City of Austin is an Additional Insured on the general liability and the auto liability policies. A Waiver of Subrogation is issued in favor of the City of Austin for general liability, auto liability and workers compensation policies.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

3. TERM OF CONTRACT

- A. The Contract shall be in effect for an initial term of 24 months and may be extended thereafter for up to 3 additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above. A price increase, subject to the provisions of this Contract, may be requested by the Contractor (for each period of extension) for approval by the City's Purchasing Officer or his designee.

THIS IS A 24 MONTH CONTRACT.

FIRM PRICES ARE TO BE SUBMITTED FOR THE FIRST TWELVE (12) MONTH PERIOD

4. QUANTITIES

The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

5. DELIVERY REQUIREMENTS

Location:

Days: _____

See Specification

- A. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 52 in Section 0300).

6. INVOICES and PAYMENT (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a non-duplicated invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

Invoices shall be mailed to the below address:

	City of Austin
Department	Resource Recovery Department
Attn:	Accounts Payable
Address	P.O. Box 1088
City, State Zip Code	Austin, Texas 78767

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

7. HAZARDOUS MATERIALS

- A. If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Material Safety Data Sheets (MSDS), (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.
- B. Failure to submit the MSDS as part of the Offer may subject the Offer to disqualification from consideration for award.
- C. The MSDS, instructions and information required in paragraph "a " must be included with each shipment under the contract.

8. RECYCLED PRODUCTS

- A. The City prefers that Offerors offer products that contain recycled materials. When a recycled product is offered by the Offeror, the Offeror must state in their Offer the percentage of the product that is recycled and must include a list of the recycled materials that are contained in the product.
- B. The recycled content of paper products offered to the City shall be in accordance with the Federal Environmental Protection Agency's Recycled Product Procurement Guidelines. These guidelines are available at <http://www.epa.gov/cpg/> .
- C. Contract award for paper products will be made for recycled products unless the cost is more than 10% above the lowest price for non-recycled paper products as required in the City's Comprehensive Recycling Resolution.

9. LIVING WAGES AND BENEFITS (applicable to procurements involving the use of labor)

- A. In order to help assure low employee turnover, quality services, and to reduce costs for health care provided to uninsured citizens, the Austin City Council is committed to ensuring fair compensation for City employees and those persons employed elsewhere in Austin. This commitment has been supported by actions to establish a "living wage" and affordable health care protection. Currently, the

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

minimum wage for City employees is \$11.00 per hour. This minimum wage is required for any Contractor employee directly assigned to this City Contract, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.

- B. Additionally, the City provides health insurance for its employees, and for a nominal rate, employees may obtain coverage for their family members. Contractors must offer health insurance with optional family coverage for all Contractor employees directly assigned to this contract. Proof of the health care plan shall be provided prior to award of a Contract. In addition, an insurance certificate for Workers' Compensation Insurance Coverage must be provided if required by the solicitation.
- C. The City requires Contractors submitting Offers on this Contract to provide a signed certification (**see the Living Wages and Benefits Contractor Certification included in the Solicitation**) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$11.00 per hour and are offered a health care plan. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- D. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA). Basic employment records shall at a minimum include:
 - i. employee's full name, as used for social security purposes, and on the same record, the employee's identifying symbol or number if such is used in place of name on any time, work, or payroll records;
 - ii. time and date of week when employee's workweek begins;
 - iii. hours worked each day and total hours worked each workweek;
 - iv. basis on which employee's wages are paid;
 - v. regular hourly pay rate;
 - vi. total daily or weekly straight-time earnings;
 - vii. total overtime earnings for the workweek;
 - viii. all additions to or deductions from the employee's wages;
 - ix. total wages paid each pay period; and
 - x. date of payment and the pay period covered by the payment.
- E. The Contractor shall provide with the first invoice and as requested by the Department's Contract Manager, individual Employee Certifications (**see the Living Wages and Benefits Employee Certification included in the Solicitation**) for all employees directly assigned to the contract containing:
 - i. the employee's name and job title;
 - ii. a statement certifying that the employee is paid at a rate equal to or greater than the Living Wage of \$11.00 per hour;
 - iii. a statement certifying that the employee is offered a health care plan with optional family coverage.

Employee Certifications shall be signed by each employee directly assigned to the contract.

- A. Contractor shall submit employee certifications quarterly with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract.
- G. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records identified in paragraph D above to verify compliance with this provision.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

10. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If a Respondent has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Respondent is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit, certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at:
<http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

11. ECONOMIC PRICE ADJUSTMENT

- A. Prices shown in this contract shall remain firm for the first 12 months period of the contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor subject to the following considerations:
- B. Price Increases
 - i. Requests for price increases must be made in writing and submitted to the appropriate Buyer in the City's Purchasing Office. The letter must be signed by a person with the authority to bind the Contractor contractually, shall reference the contract number, and include the following documentation:
 - (1) an itemized, revised price list with the effective date of the proposed increase;
 - (2) copies of the documentation provided by the manufacturer regarding the proposed price increase if the contractor is not the manufacturer of the products. If the Contractor is the manufacturer of the products, a letter so stating must be provided;

Contractor shall submit, as a part of the request for increase, the version of the U.S Department of Labor Consumer Price Index for U.S. City Average (the "Index") current as of the date of the Contractor's Offer; and a copy of the index for the most current period. **(CUUR0300SAO)**

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

- (3) Proposed price increases must be solely for the purpose of accommodating increases in the Contractor's costs for the products or services provided. Prices for products or services unaffected by verifiable cost trends shall not be subject to change.
- ii. Requests for price increases must be made in writing and submitted to the appropriate Contract Manager prior to each yearly anniversary date of contract. Prices will only be considered for an increase at that time. Once received, the City will have 30 calendar days to review and approve/disapprove the requested increase. Should the City not agree with the requested increase, Contractor may either maintain the prices currently in effect, negotiate an acceptable increase with the City or terminate the contract.
- iii. The proposed percentage change between the current contract price and the requested price shall not exceed the percentage change between the Index in effect at the beginning of the current review period and the one in effect at the time the price increase is requested. Except in the case of emergency situations, the requested index related or non-index related price increase shall not exceed five percent (5%) for any single line item, and in no event shall the total amount of the contract be automatically increased as a result of the increase in any one or more line items made pursuant to this provision.
- iv. Since the perceived need for price increases may be due in whole or in part to factors other than index changes, the City may consider approving fully-documented increase requests which, in the Contractor's opinion, justify price increases for one or more line items in the contract. If index changes are responsible in part for the requested change, those changes shall be documented as previously described above.

C. Price Decreases

- i. Proposed price decreases may be offered to the City at any time, and become effective upon acceptance by the City unless a different effective date is specified by the Contractor. Request for price decreases by the City will be based on the same documentation as price increase request. Price decrease offers may also be subject to negotiation.
- ii. Price decreases based on relevant factors may be requested by the City at any time. Such requests shall be accompanied by a complete statement of the City's justification for the request. The Contractor shall have (same # days as City is allowed in para. A above) calendar days to respond to the City's request. Following receipt of the Contractor's agreement with the requested decrease, the City may implement the decrease at any time. Should the Contractor not agree with the requested decrease, the City may either maintain the prices currently in effect, negotiate with the contractor, or terminate the contract.

12. INTERLOCAL PURCHASING AGREEMENTS (applicable to competitively procured goods/services contracts).

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

13. **CONTRACT MANAGER**

The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Ron Romero

(512) 974-4353

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS FORM**

SOLICITATION NUMBER: SDC0174

PROJECT NAME: RESIDENTIAL REFUSE DUMPSTER COLLECTION SERVICES

The City of Austin has determined that no goals are appropriate for this project. Even though no goals have been established for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No _____ If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope.

Yes _____ If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, subconsultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though no goals have been established, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

Company Name

Name and Title of Authorized Representative (Print or Type)

Signature

Date

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS UTILIZATION PLAN**
(Please duplicate as needed)

SOLICITATION NUMBER:

PROJECT NAME:

PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant			
Address			
City, State Zip			
Phone		Fax Number	
Name of Contact Person			
Is company City certified?	Yes <input type="checkbox"/> No <input type="checkbox"/>	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	MBE/WBE Joint Venture <input type="checkbox"/>

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

Name and Title of Authorized Representative (Print or Type)

Signature

Date

Provide a list of all proposed subcontractors/subconsultants/suppliers that will be used in the performance of this Contract. **Attach Good Faith Efforts documentation if non MBE/WBE firms will be used.**

Sub-Contractor/Consultant			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	Ethnic/Gender Code:	<input type="checkbox"/> NON-CERTIFIED
Vendor ID Code			
Contact Person	Phone Number:		
Amount of Subcontract	\$		
List commodity codes & description of services			

Sub-Contractor/Consultant			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	Ethnic/Gender Code:	<input type="checkbox"/> NON-CERTIFIED
Vendor ID Code			
Contact Person	Phone Number:		
Amount of Subcontract	\$		
List commodity codes & description of services			

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor _____ Date _____ Director/Deputy Director _____ Date _____

**CITY OF AUSTIN
PURCHASING OFFICE
"NO OFFER" REPLY FORM**

SOLICITATION NUMBER: SDC0174

Please Complete and Return This Form to the following address to Indicate a "No Offer" Reply

City of Austin
Purchasing Office
P.O. Box 1088
Austin, Texas 78767-8845

(DO NOT RETURN ALONG WITH OFFER)

Please check the appropriate box to indicate why your firm is submitting a "no offer" response. Failure to respond to three (3) consecutive solicitations may result in your company being removed from the source list for this commodity or service. Completion of this form will assist us in maintaining an accurate, up-to-date source list.

COMMODITY CODE: 96270

DESCRIPTION: RECYCLING SERVICES, (INCLUDING COLLECTION)

- ☐ Unable to supply item(s) specified. Remove my company from the source list for the Commodity / Service Group
- ☐ Unable to supply item(s) specified. Retain my company on the vendor list for this commodity / service.
- ☐ Cannot meet the Scope of Work / Specifications.
- ☐ Cannot provide required Insurance.
- ☐ Cannot provide required Bonding.
- ☐ Job too small.
- ☐ Job too large.
- ☐ Do not wish to do business with the City. Remove my company from the City's Vendor list.
- ☐ Other reason (please state why you will not submit a bid):

Contractor's Name:

Street Address

City, State, Zip Code

Signature of Officer or
Authorized

Representative:

Date:

Printed Name:

Title

**CITY OF AUSTIN
PURCHASING OFFICE
REFERENCE SHEET**
Please Complete and Return This Form with the Offer

Solicitation Number:

Offeror's Name

Date

The Offeror shall furnish, with the Offer, the following information, for at least recent customers to whom products and/or services have been provided that are similar to those required by this Solicitation.

To add additional references to this form, click the Add Reference Button.

=====>

Add Reference

Company's Name	<input type="text"/>		
Name of Contact	<input type="text"/>	Contact Title	<input type="text"/>
Present Address	<input type="text"/>		
City	<input type="text"/>	State	<input type="text"/> Zip Code <input type="text"/>
Telephone Number	<input type="text"/>	FAX Number	<input type="text"/>
Email Address	<input type="text"/>		

Company's Name	<input type="text"/>		
Name of Contact	<input type="text"/>	Contact Title	<input type="text"/>
Present Address	<input type="text"/>		
City	<input type="text"/>	State	<input type="text"/> Zip Code <input type="text"/>
Telephone Number	<input type="text"/>	FAX Number	<input type="text"/>
Email Address	<input type="text"/>		

Company's Name	<input type="text"/>		
Name of Contact	<input type="text"/>	Contact Title	<input type="text"/>
Present Address	<input type="text"/>		
City	<input type="text"/>	State	<input type="text"/> Zip Code <input type="text"/>
Telephone Number	<input type="text"/>	FAX Number	<input type="text"/>
Email Address	<input type="text"/>		

Company's Name	<input type="text"/>		
Name of Contact	<input type="text"/>	Contact Title	<input type="text"/>
Present Address	<input type="text"/>		
City	<input type="text"/>	State	<input type="text"/> Zip Code <input type="text"/>
Telephone Number	<input type="text"/>	FAX Number	<input type="text"/>
Email Address	<input type="text"/>		

Company's Name	<input type="text"/>		
Name of Contact	<input type="text"/>	Contact Title	<input type="text"/>
Present Address	<input type="text"/>		
City	<input type="text"/>	State	<input type="text"/> Zip Code <input type="text"/>
Telephone Number	<input type="text"/>	FAX Number	<input type="text"/>
Email Address	<input type="text"/>		

City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION

SOLICITATION NO **SDC0173**

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination in Employment Policy:

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, **OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.**

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this _____ day of _____, 20_____.

CONTRACTOR	_____
Authorized Signature	_____
Title	_____

City of Austin, Texas
NON-SUSPENSION OR DEBARMENT CERTIFICATION

SOLICITATION NO. SDC0173

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name:			
Signature of Officer or Authorized Representative:		Date:	
Printed Name:			
Title:			

**CITY OF AUSTIN
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT
SOLICITATION NO. SDC0173
FOR**

24 Month Contract for RESIDENTIAL REFUSE DUMPSTER COLLECTION SERVICES

State of Texas

County of Travis

The undersigned “Affiant” is a duly authorized representative of the Offeror for the purpose of making this Affidavit, and, after being first duly sworn, has deposed and stated and hereby deposes and states, to the best of his or her personal knowledge and belief as follows:

The term “**Offeror**”, as used herein, includes the individual or business entity submitting the Offer and for the purpose of this Affidavit includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and anyone or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

- 1. Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:
 - a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
 - b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.
- 2. Preparation of Solicitation and Contract Documents.** . The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
- 3. Participation in Decision Making Process.** The Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract hereunder, no individual, agent, representative, consultant, subcontractor, or subconsultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
- 4. Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.
- 5. City Code.** As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.
- 6. Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:
 - a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income;

**CITY OF AUSTIN
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT**

- b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than \$250 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that OWNER is considering doing business with the Offeror.
- c. as required by Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:

<http://www.austintexas.gov/departments/conflict-interest-questionnaire>

There are statutory penalties for failure to comply with Chapter 176.

If the Offeror cannot affirmatively swear and subscribe to the foregoing statements, the Offeror shall provide a detailed written explanation in the space provided below or, as necessary, on separate pages to be annexed hereto.

Offeror's
Explanation:

--

- 7. Anti-Lobbying Ordinance.** As set forth in the Solicitation Instructions, Section 0200, paragraph 7N, between the date that the Solicitation was issued and the date of full execution of the Contract, Offeror has not made and will not make a representation to a City official or to a City employee, other than the Authorized Contact Person for the Solicitation, except as permitted by the Ordinance.

Contractor's Name:	<div style="border: 1px solid black; height: 25px;"></div>
Printed Name:	<div style="border: 1px solid black; height: 25px;"></div>
Title:	<div style="border: 1px solid black; height: 25px;"></div>

Signature of Officer or Authorized Representative:

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public

My Commission Expires _____

CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS CONTRACTOR CERTIFICATION
(Please duplicate as needed)

SOLICITATION NO.

Pursuant to the Living Wages and Benefits provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.00 per hour.

I hereby certify under penalty of perjury that all of the below listed employees of the Contractor who are directly assigned to this contract:

- (1) are compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) are offered a health care plan with optional family coverage.

(To add additional employees to this page, click the Add Button.)

	Employee Name	Employee Job Title
Add		
Delete		

- (3) all future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$11.00 per hour and offered a health care plan with optional family coverage.
- (4) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

A Contractor who violates this Living Wage provision shall pay each employee affected the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment.

Contractor's Name:	<input type="text"/>		
Signature of Officer or Authorized Representative:		Date:	<input type="text"/>
Printed Name:	<input type="text"/>		
Title:	<input type="text"/>		

**CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION**

Contract Number:	<input type="text"/>
Description of Services:	<input type="text" value="24 Month Contract for RESIDENTIAL REFUSE DUMPSTER COLLECTION SERVICES"/>
Contractor Name:	<input type="text"/>

Pursuant to the Living Wages and Benefits provision of the contract (reference Section 0400, Supplemental Purchase Provisions), the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.00 per hour. In addition, employees are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify under penalty of perjury that I am directly assigned to this contract and that I am:

- (1) compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) offered a health care plan with optional family coverage.

Employee's Title:	<input type="text"/>		
Signature of Employee:	<input type="text"/>	Date:	<input type="text"/>
Employee's Printed Name:	<input type="text"/>		

(Witness Signature)

(Printed Name)

City of Austin, Texas
NONRESIDENT BIDDER PROVISIONS
SOLICITATION NO. SDC0173

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "Non-resident Bidder"?

- ☐ Texas Resident Bidder - A Bidder whose principal place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
- ☐ Non-resident Bidder

Bidder's Name:			
Signature of Officer or Authorized Representative:		Date:	
Printed Name:			
Title:			

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office at least five (5) days prior to the bid opening date either via Fax, (512) 974-2388 or email, steven.cocke@austintexas.gov. **A Pre-Bid Conference will be held on March 30, 2012 @ 10:00 A.M., at the City of Austin, Purchasing Office (Municipal Building) 124 W 8th Street Rm 310., Austin, Texas 78701.**

2. **INSURANCE.** Insurance is required for this solicitation.

A. General Requirements. See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall contain the solicitation number and the Buyer's name and shall be mailed to the following address:

City of Austin Purchasing Office
Attn: Steve Cocke
P. O. Box 1088
Austin, Texas 78767

B. Specific Coverage Requirements. The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. Worker's Compensation and Employers' Liability Insurance. Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

- (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC 420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC 420601, or equivalent coverage
- ii. Commercial General Liability Insurance. The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries).
 - (1) The policy shall contain the following provisions:
 - (a) Blanket contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Independent Contractor's Coverage.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and Underground Coverage (X,C,U).
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. Business Automobile Liability Insurance. The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage.
- C. Endorsements. The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
- D. Certificate: The following statement must be shown on the Certificate of Insurance.

The City of Austin is an Additional Insured on the general liability and the auto liability policies. A Waiver of Subrogation is issued in favor of the City of Austin for general liability, auto liability and workers compensation policies.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

3. TERM OF CONTRACT

- A. The Contract shall be in effect for an initial term of 24 months and may be extended thereafter for up to 3 additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above. A price increase, subject to the provisions of this Contract, may be requested by the Contractor (for each period of extension) for approval by the City's Purchasing Officer or his designee.

THIS IS A 24 MONTH CONTRACT.

FIRM PRICES ARE TO BE SUBMITTED FOR THE FIRST TWELVE (12) MONTH PERIOD

4. QUANTITIES

The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

5. DELIVERY REQUIREMENTS

Location:

Days: _____

See Specification

- A. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 52 in Section 0300).

6. INVOICES and PAYMENT (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a non-duplicated invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

Invoices shall be mailed to the below address:

	City of Austin
Department	Resource Recovery Department
Attn:	Accounts Payable
Address	P.O. Box 1088
City, State Zip Code	Austin, Texas 78767

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

7. HAZARDOUS MATERIALS

- A. If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Material Safety Data Sheets (MSDS), (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.
- B. Failure to submit the MSDS as part of the Offer may subject the Offer to disqualification from consideration for award.
- C. The MSDS, instructions and information required in paragraph "a " must be included with each shipment under the contract.

8. RECYCLED PRODUCTS

- A. The City prefers that Offerors offer products that contain recycled materials. When a recycled product is offered by the Offeror, the Offeror must state in their Offer the percentage of the product that is recycled and must include a list of the recycled materials that are contained in the product.
- B. The recycled content of paper products offered to the City shall be in accordance with the Federal Environmental Protection Agency's Recycled Product Procurement Guidelines. These guidelines are available at <http://www.epa.gov/cpg/> .
- C. Contract award for paper products will be made for recycled products unless the cost is more than 10% above the lowest price for non-recycled paper products as required in the City's Comprehensive Recycling Resolution.

9. LIVING WAGES AND BENEFITS (applicable to procurements involving the use of labor)

- A. In order to help assure low employee turnover, quality services, and to reduce costs for health care provided to uninsured citizens, the Austin City Council is committed to ensuring fair compensation for City employees and those persons employed elsewhere in Austin. This commitment has been supported by actions to establish a "living wage" and affordable health care protection. Currently, the

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

minimum wage for City employees is \$11.00 per hour. This minimum wage is required for any Contractor employee directly assigned to this City Contract, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.

- B. Additionally, the City provides health insurance for its employees, and for a nominal rate, employees may obtain coverage for their family members. Contractors must offer health insurance with optional family coverage for all Contractor employees directly assigned to this contract. Proof of the health care plan shall be provided prior to award of a Contract. In addition, an insurance certificate for Workers' Compensation Insurance Coverage must be provided if required by the solicitation.
- C. The City requires Contractors submitting Offers on this Contract to provide a signed certification (**see the Living Wages and Benefits Contractor Certification included in the Solicitation**) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$11.00 per hour and are offered a health care plan. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- D. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA). Basic employment records shall at a minimum include:
 - i. employee's full name, as used for social security purposes, and on the same record, the employee's identifying symbol or number if such is used in place of name on any time, work, or payroll records;
 - ii. time and date of week when employee's workweek begins;
 - iii. hours worked each day and total hours worked each workweek;
 - iv. basis on which employee's wages are paid;
 - v. regular hourly pay rate;
 - vi. total daily or weekly straight-time earnings;
 - vii. total overtime earnings for the workweek;
 - viii. all additions to or deductions from the employee's wages;
 - ix. total wages paid each pay period; and
 - x. date of payment and the pay period covered by the payment.
- E. The Contractor shall provide with the first invoice and as requested by the Department's Contract Manager, individual Employee Certifications (**see the Living Wages and Benefits Employee Certification included in the Solicitation**) for all employees directly assigned to the contract containing:
 - i. the employee's name and job title;
 - ii. a statement certifying that the employee is paid at a rate equal to or greater than the Living Wage of \$11.00 per hour;
 - iii. a statement certifying that the employee is offered a health care plan with optional family coverage.

Employee Certifications shall be signed by each employee directly assigned to the contract.

- A. Contractor shall submit employee certifications quarterly with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract.
- G. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records identified in paragraph D above to verify compliance with this provision.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

10. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If a Respondent has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Respondent is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit, certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at:
<http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

11. ECONOMIC PRICE ADJUSTMENT

- A. Prices shown in this contract shall remain firm for the first 12 months period of the contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor subject to the following considerations:
- B. Price Increases
 - i. Requests for price increases must be made in writing and submitted to the appropriate Buyer in the City's Purchasing Office. The letter must be signed by a person with the authority to bind the Contractor contractually, shall reference the contract number, and include the following documentation:
 - (1) an itemized, revised price list with the effective date of the proposed increase;
 - (2) copies of the documentation provided by the manufacturer regarding the proposed price increase if the contractor is not the manufacturer of the products. If the Contractor is the manufacturer of the products, a letter so stating must be provided;

Contractor shall submit, as a part of the request for increase, the version of the U.S. Department of Labor Consumer Price Index for U.S. City Average (the "Index") current as of the date of the Contractor's Offer; and a copy of the index for the most current period. **(CUUR0300SAO)**

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

- (3) Proposed price increases must be solely for the purpose of accommodating increases in the Contractor's costs for the products or services provided. Prices for products or services unaffected by verifiable cost trends shall not be subject to change.
- ii. Requests for price increases must be made in writing and submitted to the appropriate Contract Manager prior to each yearly anniversary date of contract. Prices will only be considered for an increase at that time. Once received, the City will have 30 calendar days to review and approve/disapprove the requested increase. Should the City not agree with the requested increase, Contractor may either maintain the prices currently in effect, negotiate an acceptable increase with the City or terminate the contract.
- iii. The proposed percentage change between the current contract price and the requested price shall not exceed the percentage change between the Index in effect at the beginning of the current review period and the one in effect at the time the price increase is requested. Except in the case of emergency situations, the requested index related or non-index related price increase shall not exceed five percent (5%) for any single line item, and in no event shall the total amount of the contract be automatically increased as a result of the increase in any one or more line items made pursuant to this provision.
- iv. Since the perceived need for price increases may be due in whole or in part to factors other than index changes, the City may consider approving fully-documented increase requests which, in the Contractor's opinion, justify price increases for one or more line items in the contract. If index changes are responsible in part for the requested change, those changes shall be documented as previously described above.

C. Price Decreases

- i. Proposed price decreases may be offered to the City at any time, and become effective upon acceptance by the City unless a different effective date is specified by the Contractor. Request for price decreases by the City will be based on the same documentation as price increase request. Price decrease offers may also be subject to negotiation.
- ii. Price decreases based on relevant factors may be requested by the City at any time. Such requests shall be accompanied by a complete statement of the City's justification for the request. The Contractor shall have (same # days as City is allowed in para. A above) calendar days to respond to the City's request. Following receipt of the Contractor's agreement with the requested decrease, the City may implement the decrease at any time. Should the Contractor not agree with the requested decrease, the City may either maintain the prices currently in effect, negotiate with the contractor, or terminate the contract.

12. INTERLOCAL PURCHASING AGREEMENTS (applicable to competitively procured goods/services contracts).

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

13. **CONTRACT MANAGER**

The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Ron Romero

(512) 974-4353

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.



BID SHEET

Quote shall be made on all collection frequencies and special pick-up services listed.

NOTE: Quantities of containers are estimates. The City reserves the right to increase or decrease the number of containers and the size of the containers on a location-by-location basis. The City also reserves the right to add or remove service locations at any time as deemed necessary. Annual prices shall be calculated based on estimated quantities and a refuse collection schedule of two times per week. However, Contractor shall invoice the City based on actual container quantities and sizes.

1.0 Collection Locations

Rundberg Lane Location: 1001-1127 blocks of West Rundberg Lane (south side of street), Austin, TX											
Item #	Description	Pick-Up Frequency	Cost per Container per Month	x	Est. Qty	=	Total Cost per Month	x	12	=	Annual Price
1.1	Furnish & service 4-yard side loading containers	2 times per week	\$ _____	x	10	=	\$ _____	x	12	=	\$ _____

Sam Rayburn Location: 8204 – 8219 Sam Rayburn, Austin, TX											
Item #	Description	Pick-Up Frequency	Cost per Container per Month	x	Est. Qty	=	Total Cost per Month	x	12	=	Annual Price
1.2	Furnish & service 8-yard containers	2 times per week	\$ _____	x	4	=	\$ _____	x	12	=	\$ _____

Vintage Hills Location: 7402 – 7419 Vintage Hills Drive, Austin, TX ; 3300 – 3306 Vintage Hills Cove, Austin, TX											
Item #	Description	Pick-Up Frequency	Cost per Container per Month	x	Est. Qty	=	Total Cost per Month	x	12	=	Annual Price
1.3	Furnish & service 8-yard containers	2 times per week	\$ _____	x	5	=	\$ _____	x	12	=	\$ _____

	Brownie Drive Location: 10005 – 10403 Brownie Drive, Austin, TX										
Item #	Description	Pick-Up Frequency	Cost per Container per Month	x	Est. Qty	=	Total Cost per Month	x	12	=	Annual Price
1.4	Furnish & service 8-yard containers	2 times per week	\$_____	x	18	=	\$_____	x	12	=	\$_____
1.5	Furnish & service 6-yard containers	2 times per week	\$_____	x	2	=	\$_____	x	12	=	\$_____

	Hoeke Lane location: 2501– 2690 Hoeke Lane, Austin, TX										
Item #	Description	Pick-Up Frequency	Cost per Container per Month	x	Est. Qty	=	Total Cost per Month	x	12	=	Annual Price
1.6	Furnish & service 8-yard container	2 times per week	\$_____	x	1	=	\$_____	x	12	=	\$_____

	Westgate Blvd. & West Wind Location: 4800-5012 Westgate Blvd. Austin, TX; 4800-5010 West Wind, Austin, TX										
Item #	Description	Pick-Up Frequency	Cost per Container per Month	x	Est. Qty	=	Total Cost per Month	x	12	=	Annual Price
1.7	Furnish & service 8-yard containers	2 times per week	\$_____	x	13	=	\$_____	x	12	=	\$_____

	Southport Drive Location: 1201-1221 Southport Drive and 1307-1323 Southport Drive, Austin, TX										
Item #	Description	Pick-Up Frequency	Cost per Container per Month	x	Est. Qty	=	Total Cost per Month	x	12	=	Annual Price
1.8	Furnish & service 6-yard containers	2 times per week	\$_____	x	13	=	\$_____	x	12	=	\$_____

	Wentworth Drive Location: 6709-6913 Wentworth Drive, Austin, TX										
Item #	Description	Pick-Up Frequency	Cost per Container per Month	x	Est. Qty	=	Total Cost per Month	x	12	=	Annual Price
1.9	Furnish & service 6-yard containers	2 times per week	\$_____	x	11	=	\$_____	x	12	=	\$_____

	Hearthside Drive Location: 1900-1914 Hearthside Drive, Austin, TX										
Item #	Description	Pick-Up Frequency	Cost per Container per Month	x	Est. Qty	=	Total Cost per Month	x	12	=	Annual Price
1.10	Furnish & service 6-yard containers	2 times per week	\$_____	x	8	=	\$_____	x	12	=	\$_____

	Hearthstone Drive Location: 1901-1920 Hearthstone Drive, Austin, TX										
Item #	Description	Pick-Up Frequency	Cost per Container per Month	x	Est. Qty	=	Total Cost per Month	x	12	=	Annual Price
1.11	Furnish & service 6-yard containers	2 times per week	\$_____	x	11	=	\$_____	x	12	=	\$_____

	Mission Hills Drive Location: 2215-2409 Mission Hills Drive, Austin, TX										
Item #	Description	Pick-Up Frequency	Cost per Container per Month	x	Est. Qty	=	Total Cost per Month	x	12	=	Annual Price
1.12	Furnish & service 6-yard containers	2 times per week	\$_____	x	12	=	\$_____	x	12	=	\$_____

	Mission Hills Circle Location: 2200-2212 Mission Hills Circle, Austin, TX										
Item #	Description	Pick-Up Frequency	Cost per Container per Month	x	Est. Qty	=	Total Cost per Month	x	12	=	Annual Price
1.12	Furnish & service 6-yard containers	2 times per week	\$_____	x	7	=	\$_____	x	12	=	\$_____

	Garcreek Circle Location: 8302-8412 Garcreek Circle, Austin, TX										
Item #	Description	Pick-Up Frequency	Cost per Container per Month	x	Est. Qty	=	Total Cost per Month	x	12	=	Annual Price
1.13	Furnish & service 6-yard containers	2 times per week	\$_____	x	8	=	\$_____	x	12	=	\$_____

	Roxanna Drive Location: 9300 – 9997 Roxanna Dr, Austin, TX										
Item #	Description	Pick-Up Frequency	Cost per Container per Month	x	Est. Qty	=	Total Cost per Month	x	12	=	Annual Price
1.14	Furnish & service 6-yard containers	2 times per week	\$_____	x	7	=	\$_____	x	12	=	\$_____

	Manor Circle Location: 2500-2507 Manor Circle, Austin, TX										
Item #	Description	Pick-Up Frequency	Cost per Container per Month	x	Est. Qty	=	Total Cost per Month	x	12	=	Annual Price
1.15	Furnish & service 8-yard containers	2 times per week	\$_____	x	3	=	\$_____	x	12	=	\$_____

	Alpine Circle Location: 3500-3511 Alpine Circle, Austin, TX										
Item #	Description	Pick-Up Frequency	Cost per Container per Month	x	Est. Qty	=	Total Cost per Month	x	12	=	Annual Price
1.16	Furnish & service 6-yard containers	2 times per week	\$_____	x	4	=	\$_____	x	12	=	\$_____

	Fireside Drive Location: 8600 Fireside Drive, Austin, TX										
Item #	Description	Pick-Up Frequency	Cost per Container per Month	x	Est. Qty	=	Total Cost per Month	x	12	=	Annual Price
1.17	Furnish & service 8-yard containers	2 times per week	\$_____	x	8	=	\$_____	x	12	=	\$_____

	Rachel Cove Location: 2300 -2425 Rachel Cove, Austin, TX										
Item #	Description	Pick-Up Frequency	Cost per Container per Month	x	Est. Qty	=	Total Cost per Month	x	12	=	Annual Price
1.18	Furnish & service 6-yard containers	2 times per week	\$_____	x	4	=	\$_____	x	12	=	\$_____

	Cedric Cove Location: 2300 – 2311 Cedric Cove, Austin, TX										
Item #	Description	Pick-Up Frequency	Cost per Container per Month	x	Est. Qty	=	Total Cost per Month	x	12	=	Annual Price
1.19	Furnish & service 6-yard containers	2 times per week	\$_____	x	4	=	\$_____	x	12	=	\$_____

	Tabor Cove Location: 2200 – 2207 Tabor Cove, Austin, TX										
Item #	Description	Pick-Up Frequency	Cost per Container per Month	x	Est. Qty	=	Total Cost per Month	x	12	=	Annual Price
1.20	Furnish & service 6-yard containers	2 times per week	\$_____	x	2	=	\$_____	x	12	=	\$_____

	Leah Cove Location: 2200 -2211 Leah Cove, Austin, TX										
Item #	Description	Pick-Up Frequency	Cost per Container per Month	x	Est. Qty	=	Total Cost per Month	x	12	=	Annual Price
1.21	Furnish & service 6-yard containers	2 times per week	\$_____	x	4	=	\$_____	x	12	=	\$_____

1.0 Sub-Total (1.1 through 1.21)									\$_____		
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2.0 Special Single Container Pick Up Services: Contractor shall pick up single specified container at specified location within twenty-four (24) hours of notification as listed below.

Item #	Description	Est. Number of Hauls per Year	x	Price per Haul	=	Annual Price
2.1	Service 4-yd Container (normal working day)	6	x	\$_____	=	\$_____
2.2	Service 6-yd Container (normal working day)	6	x	\$_____	=	\$_____
2.3	Service 8-yd Container (normal working day)	6	x	\$_____	=	\$_____
2.4	Service 4-yd Container (weekend or holiday)	3	x	\$_____	=	\$_____
2.5	Service 6-yd Container (weekend or holiday)	3	x	\$_____	=	\$_____
2.6	Service 8-yd Container (weekend or holiday)	3	x	\$_____	=	\$_____

2.0 Sub-Total (2.1 through 2.6)	\$_____
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3.0 Special Service Location Collection Services: Contractor shall empty all containers in specified area location within twenty-four (24) hours notification as listed below.

Item #	Service Area Location	Est. Number of Hauls per Year	x	Price per Haul	=	Annual Price
3.1	Brownie Drive Location	1	x	\$_____	=	\$_____
3.2	Sam Rayburn Location	1	x	\$_____	=	\$_____
3.3	Vintage Hills (Drive & Cove) Location	1	x	\$_____	=	\$_____
3.4	Brown Drive Location	1	x	\$_____	=	\$_____
3.5	Hoeke Lane Location	1	x	\$_____	=	\$_____
3.6	Westgate Blvd. & West Wind Location	1	x	\$_____	=	\$_____
3.7	Southport Drive Location	1	x	\$_____	=	\$_____
3.8	Wentworth Drive Location	1	x	\$_____	=	\$_____
3.9	Hearthside Drive Location	1	x	\$_____	=	\$_____
3.10	Hearthstone Drive Location	1	x	\$_____	=	\$_____
3.11	Mission Hills (Drive and Circle) Location	1	x	\$_____	=	\$_____
3.12	Garcreek Circle Location	1	x	\$_____	=	\$_____
3.13	Roxanna Drive Location	1	x	\$_____	=	\$_____
3.14	Manor Circle Location	1	x	\$_____	=	\$_____
3.15	Alpine Circle Location	1	x	\$_____	=	\$_____
3.16	Fireside Drive Location	1	x	\$_____	=	\$_____
3.17	Rachel Cove Location	1	x	\$_____	=	\$_____
3.18	Cedric Cove Location	1	x	\$_____	=	\$_____
3.19	Tabor Cove Location	1	x	\$_____	=	\$_____
3.20	Leah Cove Location	1	x	\$_____	=	\$_____

3.0 Sub-Total (3.1 through 3.20)	\$ _____
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4.0 Bulk Item Collection and Area Clean-up (reference 3.2 of the specification).

Item #	Description	Collection & Clean-up Frequency (All Locations)	Unit Price	x	26	=	Annual Price
4.1	Bulky Item Collection and Area Clean-Up (All Locations)	Bi-Weekly	\$ _____	x	26	=	\$ _____

Item #	Description	Number of Special 'Out-of-Cycle' Bulky Collection Requests (One Location per Request)	x	Unit Price for Special 'Out-of- Cycle' Bulky Collection Request for One Location	=	Annual Price
4.2	Special 'Out-of-Cycle' Bulky Item Collection and Area Clean-Up within 24-hours of Request	12	x	\$ _____	=	\$ _____

Item #	Description	Collection of Bulky Items for Recycling	x	Unit Price for Bulky Item Recycling Collection	=	Annual Price
4.3	Special Collection for Bulky Items	Bi-Weekly	x	\$ _____	=	\$ _____

4.0 Sub-Total (4.1 through 4.3)	\$ _____
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TOTAL PRICE FOR ALL ITEMS (51 pts) (Sum of Sub-Totals 1.0, 2.0, 3.0, & 4.0)	\$ _____
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The items listed below are for informational purposes only and will not be used in calculating the award.

	Monthly Cost
Price for an additional 4 yard container serviced twice per week	\$ _____
Price for an additional 6 yard container serviced twice per week	\$ _____
Price for an additional 8 yard container serviced twice per week	\$ _____

Local Business Presence: The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation. Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of work as reflected in the Offeror's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. Specify if and by which definition the Offeror or Subcontractor(s) have a local business presence.

LOCAL BUSINESS PRESENCE (Maximum 10 points)

Team's Local Business Presence	Points Awarded
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local presence of between 1 and 24%	2
No local presence	0

Company Experience/History (7 Points)

Please provide a summary of company's experience/history especially regarding services similar to those required in the designated Contract Area. Additionally, please include any documented recognition or commendation for environmental excellence in the Austin area.

Company Equipment and Methods to Minimize Carbon Footprint (7 Points)

List the size, type and age of collection equipment/vehicles that will be used to collect refuse and recycling in the designated Contract Area. Be sure to indicate if the vehicles included on your list have alternative fuel capability, such as hybrid, CNG, biodiesel (from local sources). Please also identify whether or not the company will utilize scale equipment or if a dedicated route will be designated. Include information about the options available to monitor carbon footprint, route efficiency, collection information, etc.

Company Involvement and Collaboration (15 Points)

Provide a summary of how your company can collaboratively work with the City to become more creatively involved in encouraging the customers in the designated Contract Area to embrace the concept of Zero Waste, generate less waste, and increase recycling.

Resource Dedication and Service Level (10 Points)

Provide a summary of how your company has worked with previous partners or clients in Austin to be flexible and responsive to the client's concerns. In particular, identify the commitments and resources your company is willing to dedicate to implement adjustments quickly and work positively with the City to provide excellent service to the businesses and residents within the Contract Area.

Print Bidder Name: _____

Official Position with Company: _____

Bidder Signature _____ **Date** _____

Vendor Tax ID # _____ **Phone#** _____ **Fax#** _____

All fees should be included in your bid price. The City of Austin is tax exempt. Bidder shall fill in all spaces to be considered for award. **The contract term of this agreement shall be for one (1) year with four (4) twelve (12) month extension options.**

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS FORM**

SOLICITATION NUMBER: SDC0174

PROJECT NAME: RESIDENTIAL REFUSE DUMPSTER COLLECTION SERVICES

The City of Austin has determined that no goals are appropriate for this project. Even though no goals have been established for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No _____ If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope.

Yes _____ If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, subconsultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though no goals have been established, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

Company Name

Name and Title of Authorized Representative (Print or Type)

Signature

Date

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS UTILIZATION PLAN**
(Please duplicate as needed)

SOLICITATION NUMBER:

PROJECT NAME:

PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant			
Address			
City, State Zip			
Phone		Fax Number	
Name of Contact Person			
Is company City certified?	Yes <input type="checkbox"/> No <input type="checkbox"/>	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	MBE/WBE Joint Venture <input type="checkbox"/>

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

Name and Title of Authorized Representative (Print or Type)

Signature

Date

Provide a list of all proposed subcontractors/subconsultants/suppliers that will be used in the performance of this Contract. **Attach Good Faith Efforts documentation if non MBE/WBE firms will be used.**

Sub-Contractor/Consultant			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	Ethnic/Gender Code:	<input type="checkbox"/> NON-CERTIFIED
Vendor ID Code			
Contact Person	Phone Number:		
Amount of Subcontract	\$		
List commodity codes & description of services			

Sub-Contractor/Consultant			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	Ethnic/Gender Code:	<input type="checkbox"/> NON-CERTIFIED
Vendor ID Code			
Contact Person	Phone Number:		
Amount of Subcontract	\$		
List commodity codes & description of services			

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor _____ Date _____ Director/Deputy Director _____ Date _____

**CITY OF AUSTIN
PURCHASING OFFICE
"NO OFFER" REPLY FORM**

SOLICITATION NUMBER: SDC0174

Please Complete and Return This Form to the following address to Indicate a "No Offer" Reply

City of Austin
Purchasing Office
P.O. Box 1088
Austin, Texas 78767-8845

(DO NOT RETURN ALONG WITH OFFER)

Please check the appropriate box to indicate why your firm is submitting a "no offer" response. Failure to respond to three (3) consecutive solicitations may result in your company being removed from the source list for this commodity or service. Completion of this form will assist us in maintaining an accurate, up-to-date source list.

COMMODITY CODE: 96270

DESCRIPTION: RECYCLING SERVICES, (INCLUDING COLLECTION)

- ☐ Unable to supply item(s) specified. Remove my company from the source list for the Commodity / Service Group
- ☐ Unable to supply item(s) specified. Retain my company on the vendor list for this commodity / service.
- ☐ Cannot meet the Scope of Work / Specifications.
- ☐ Cannot provide required Insurance.
- ☐ Cannot provide required Bonding.
- ☐ Job too small.
- ☐ Job too large.
- ☐ Do not wish to do business with the City. Remove my company from the City's Vendor list.
- ☐ Other reason (please state why you will not submit a bid):

Contractor's Name:

Street Address

City, State, Zip Code

Signature of Officer or
Authorized

Representative:

Date:

Printed Name:

Title